

**AGREEMENT**

**BY AND BETWEEN**

**COATESVILLE AREA SCHOOL DISTRICT**

**AND**

**TEAMSTERS LOCAL UNION NO. 384**

**July 1, 2023 to June 30, 2028**

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## PREAMBLE

THIS AGREEMENT is made and entered into between the **COATESVILLE AREA SCHOOL DISTRICT**, 3030 C.G. Zinn Rd, Thorndale, PA, its successors or assigns, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION NO. 384**, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

## ARTICLE 1 NATURE OF AGREEMENT

Section 1.1 The Employer and the Union acknowledge that during negotiations that resulted in this Agreement each had the unfettered right and opportunity to make new demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties therefore acknowledge that this Agreement constitutes the full and complete understandings between the parties with respect to all items contained herein and may not be amended, changed or added to during the life of this Agreement except by mutual consent of the parties in writing.

Section 1.2 The School District shall post the Agreement on the School District's website.

## ARTICLE 2 RECOGNITION

Section 2.1 The Employer recognizes and acknowledges that the Union is the sole exclusive representative and bargaining agent for all employees of the Employer (hereinafter referred to as "Employees"), for all classes and/or classifications of employees included in the bargaining unit comprised of full time and regular part-time white-collar non-professional employees including but not limited to secretarial employees, clerical employees, aides, computer technicians, instructional assistants, non-instructional assistants and monitors as defined in the Act, excluding management level employees, supervisors, first level supervisors, confidential employees, professional employees and guards as defined in the Act, as certified by the Pennsylvania Labor Relations Board in case nos. PERA-R-01207-E (PERA-R-12, 152E) and any similar job class and/or classification that may be created during the life of this agreement.

## ARTICLE 3 NO DISCRIMINATION

Section 3.1 Unlawful discrimination is prohibited. The remedy for such violation of this section by either party shall be the grievance procedure, as set forth in this Agreement, unless either party has elected an alternative legal or administrative resolution.

Section 3.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.



**ARTICLE 4**  
**INITIATION FEES, DUES and D.R.I.V.E. DEDUCTIONS**

Section 4.1 Members of the Union on the date of this Agreement may continue to elect to have dues deducted from salary.

Section 4.2 All employees of the Employer who join the Union subsequent to the date of this Agreement may elect to have dues deducted from salary. Such dues deduction will be initiated by signed authorization to the Employer at least two weeks prior to a regular scheduled pay. The chief steward and designated alternates will present the Unions dues check-off authorization cards to all new employees.

Section 4.3 Any member of the Union may discontinue dues deduction by signed authorization to the Employer at least fifteen (15) days prior to the expiration of this Agreement.

Section 4.4 Upon filing with the Employer by the Union of a signed authorization from the employees (on the authorization form which has been furnished to the Employer by the Union and made a part hereof by reference), the Employer shall deduct from the pay of each employee who shall have given such authorization, an initiation fee and dues. Such deduction will be made in equal installments, at the frequency of two (2) deductions per month (first and second pay dates per month only).

Section 4.5 In the event there are not sufficient funds in a particular pay from which Union dues would normally be deducted, Union dues shall be deducted from the next calendar pay, which has sufficient funds.

Section 4.6 – D.R.I.V.E. The Employer agrees to deduct the amount designated by the respective employee per pay from employees in the Bargaining Unit for a donation to D.R.I.V.E. upon written authorization by the employee at least two weeks prior to a regular scheduled pay.

Section 4.7 The Employer shall remit initiation fees, dues and D.R.I.V.E. contributions to the Secretary/Treasurer of the Union within seven (7) calendar days from the end of the month in which the deductions are made.

Section 4.8 On or around September 1 of each year the Employer will provide the Union updated information regarding any changes to the established master list to include names, hire dates, email addresses, hourly rates and classification. The Employer will also provide the Union this information for any employee hired after September 1 of each contract year, such information to be provided within thirty (30) calendar days after the date of hire.

**ARTICLE 5**  
**CHILD PROTECTIVE SERVICE ACT**

Section 5.1 The Child Protective Services Law - Notwithstanding anything herein to the contrary, the following rules apply for any employee named as a perpetrator in an indicated report of founded report under the Child Protective Services Law, 23 Pa. C.S.A. §6301, *et seq.*

Section 5.2 Any employee who is named as a perpetrator in an indicated report or a founded report must notify the Director of Human Resources of the School District as soon as possible, but in no event more than seventy-two hours after learning that he or she has been named as a perpetrator.

Section 5.3 Any employee named as a perpetrator in an indicated report or a founded report shall be suspended without pay immediately, subject to the following terms and conditions:



1. If and only if the employee files an appeal from the finding that he or she is a perpetrator in a founded or indicated report in accordance with 23 Pa. C.S.A. §6341, *et seq* within ten (10) calendar days of being notified that he or she has been named as a perpetrator, the employee may request an informal hearing/meeting with the School District within ten calendar days of the filing of the appeal to determine if the suspension without pay pending discharge should be reversed or changed in any manner and if wages and applicable benefits should be restored, including restoring said wages or applicable benefits retroactively.
2. In the event that the employee does not file an appeal from the finding that he or she is a perpetrator in a founded or indicated report in accordance with 23 Pa. C.S.A. §6301, *et seq* within ten (10) calendar days, he or she shall be deemed to have voluntarily resigned from employment and shall not be entitled to invoke any contractual or legal remedies to contest his or her suspension without pay, deemed resignation, or separation from employment.
3. If a timely request for an informal hearing/meeting is made in accordance with Section 5.3, #1, the employee may present evidence in the form of his or her verbal or written explanation, written statements from witnesses with firsthand information, or relevant documentary evidence. No live “witnesses” except the employee shall be allowed unless the School District agrees otherwise. The employee may be represented by the Union or by legal counsel at his or her expense. The School District shall have discretion whether to grant the employee any relief, including reinstatement of the employee with or without back pay. The School District’s decision shall be final and not subject to the grievance or arbitration provisions of this Agreement.

## **ARTICLE 6** **BARGAINING UNIT WORK**

Section 6.1 Non-bargaining unit members shall not perform work usually performed solely by employees covered by this Agreement except for purposes of instruction and training or in the instances of absences and emergencies. However, non-bargaining unit members may continue to use technology and productivity tools such as, but not limited to, computers and copiers. Non-bargaining unit members may also utilize any techniques and methodology to accomplish their own duties and responsibilities, regardless of whether such techniques or methodology are similar or identical to those utilized by bargaining unit members.

Section 6.2 Non-bargaining unit members shall not be used to displace any bargaining unit employee.

## **ARTICLE 7** **JOB PRESERVATION**

Section 7.1 For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently performed by bargaining unit members will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other group, person or non-unit employee until the Employer and Union have satisfied their obligation of good faith bargaining and except as necessary to comply with the legal rights of any handicapped or exceptional student or the No Child Left Behind Act.

## **ARTICLE 8** **SUSPENSION OR DISCHARGE**

Section 8.1 The Employer shall not discharge any employee without just cause. The Employer shall have the right to discharge any employee for just cause by the following procedure:



- (a) FIRST OFFENSE – Verbal warning from the supervisor or designee that may be documented in writing.
- (b) SECOND OFFENSE – A letter of warning or suspension from the supervisor or designee stating any further offenses could lead to discharge; copy to the employee; copy to employee's personnel file and a copy to the Union.
- (c) THIRD OFFENSE – A letter of Warning or suspension from the Director of Human Resources stating any further offenses could lead to suspension or discharge; copy to the employee; copy to employee's personnel file and a copy to the Union.
- (d) FOURTH OFFENSE – After a meeting with the Union, a letter of notice from the School Board or their designee that the employee has been discharged; copy to the employee; copy to employee's personnel file and a copy to the Union.
- (e) This procedure is a guideline for progressive discipline. The Employer may impose more or less discipline depending upon the offense or factual circumstances.

Section 8.2 The Union may contest any discipline or discharge action through the grievance procedure. However, neither the Union nor the employee may proceed to arbitration over any matter that the employee has elected to proceed to a hearing pursuant to section 514 if the School Code, 24 P.S. §5-514, or the Local Agency Law.

Section 8.3 The employee or Union may grieve the discharge to the Employer in writing within ten (10) working days from the date of discharge.

Section 8.4 If the Union and the Employer are unable to resolve the appeal as provided for in Section 8.3, then it may be referred to the grievance process at step four (4) of Article 9.

Section 8.5 Any employee discharged must be paid in full for all wages owed by the Employer including earned vacation pay and personal days, if any, within ten (10) working days from the date of the discharge.

Section 8.6 Any disciplinary action must be issued within fifteen (15) calendar days after the Employer has become aware of the alleged violation. In lieu of an official notice or letter of such action, the Employer may file a letter of intent to investigate with the Union and the affected employee.

Section 8.7 Any employee who is counseled by the Employer for an alleged violation of work rules has the right to Union representation.

Section 8.8 No material derogatory to an employee's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee is given a copy to review and rebut. Any rebuttal shall be placed in the personnel file. In the event that discipline is imposed, the discipline shall be considered in accordance with progressive discipline concepts of just cause.

Section 8.9 An employee to be suspended may be allowed to remain on the job, without loss of pay unless and until the suspension is resolved under the grievance procedure. If an employee voluntarily terminates his/her employment prior to the resolution of the suspension under the grievance procedure the grievance will be withdrawn.

Section 8.10 The Employer shall have the right to discipline or discharge any employee at any time for just cause. Discipline and/or discharge shall include, but are not limited to the following: theft, falsifying



personnel or District records, negligence in taking safety precautions where necessary, excessive tardiness without reasonable excuses, reporting to work under the influence of alcohol or illegal drugs, gambling, sale, possession or use of illegal drugs or intoxicating alcohol on the premises, fighting, use of abusive language or anti-racial or discriminatory remarks, sexual harassment and sleeping on the job.

Section 8.11 Any employee disciplined or discharged for just cause shall receive written notice as to the reason(s) for such action by the Employer at the time such action is taken. Said Written notice shall be sent to the employee, to his/her immediate supervisor, to the Union prior to placement in the employee's personnel file. No material derogatory to any employee's conduct, service, character or personality shall be placed in his/her employee personnel file unless the employee is actually given a copy to review and rebut such material pertaining to same. Employment shall cease for any of the following: Resignation, Discharge for just cause, Failure to report to active duty at conclusion of leaves of absence, Death, and Absence from active duty because of illness for two (2) consecutive years. When an employee asserts that his or her absence from work is necessary because of the employees illness, the District may take reasonable steps, including referring the employee to a health care professional retained by the District or the District's disability or workers' compensation insurance carrier, to confirm that the employee's absence from work is necessary.

## ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 A grievance is a difference or dispute between the Employer and the Union as to the meaning and application of or compliance with the provisions of this Agreement and shall be settled in accordance with the provisions of this Article or Article 8 as warranted.

Section 9.2 Grievances shall be settled in the following manner:

- (a) FIRST STEP – The chief steward or assistant steward shall present a grievance to the Supervisor upon a form provided to the Employer by the Union that is dated and signed by the grievant within ten (10) working days after the occurrence of the event on which the grievance is based. The Supervisor shall provide a written response within ten (10) working days after receiving the written grievance, with a copy to the chief steward.
- (b) SECOND STEP – If the issue is not resolved in the First Step, the chief steward, Business Agent or designee may submit an appeal to Human Resources, within ten (10) working days from receipt of the Employer's written response in the First Step. Human Resources shall provide a written response within ten (10) working days, with a copy to the chief steward and copy to the Business Agent.
- (c) THIRD STEP – If the issue is not resolved in the Second Step, the Business Agent or designee may submit an appeal to the School Board, within ten (10) working days from receipt of the Employer's written response in the Second Step. The School Board or designee shall provide a written response within ten (10) working days, with a copy to the Business Agent.
- (d) FOURTH STEP – If the issue is not resolved in the Third Step, the Business Agent may submit an appeal to an impartial Arbitrator, provided that notice of such appeal is provided in writing to the Employer within thirty (30) working days from receipt of the Employer's written response in the Third Step. The impartial Arbitrator shall be selected by mutual agreement of the parties within fifteen (15) working days following receipt of such notice, or if they are unable to agree within



that time, a joint request shall be addressed promptly to the AAA arbitration services or the Director of the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators, from which the parties shall strike out the undesirable names. The decision of the Arbitrator shall be final and binding on both parties; provided however, that the arbitrator shall have authority only to interpret and apply the respective provisions of the Agreement and shall have no authority to add to, detract from or alter its terms. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by both parties.

Section 9.3 Only an authorized Business Agent of the Union may invoke the arbitration procedures set forth in Article 9 on behalf of the Union. The employee has no right without the approval of the Union to proceed to arbitration.

Section 9.4 Failure by the grievant or the Union at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

Section 9.5 Any grievance not answered by the appropriate Employer authority within the time limits specified herein shall automatically be referred to the next level of the grievance procedure.

Section 9.6 Time limits provided in this Article may be extended by verbal or written agreement of both parties.

Section 9.7 The Union may initiate any grievance up to step two (2) of this grievance procedure except for discharges which may go directly to step four (4) of the grievance procedure.

Section 9.8 Employees who participate in grievance or arbitration hearings will not suffer a loss of pay or benefits. Employees shall be permitted to attend their own hearings. The Employer and Union will each bear the expense of their own witnesses. In the case of a class action grievance involving more than one (1) bargaining unit member the Union may choose one (1) member to represent the class along with the chief steward.

Section 9.9 There shall be no reprisals of any kind taken by the employer or any agent thereof against any representative, or any member of the Union, or any other participant of the grievance procedure.

## **ARTICLE 10** **STEWARDS AND UNION BUSINESS**

Section 10.1 The Employer recognizes the right of the Union to designate a chief steward and assistants. The authority of the chief steward and assistants designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The representation of members of the bargaining unit in meetings with their immediate supervisors in the event that said meetings involve the imposition of discipline.
2. The investigation, process and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement.
3. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers provided such messages and information (1) have been reduced to writing or (2) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns or other interferences with the Employer's operation.



4. The Chief Steward shall be granted super-seniority in the event of any lay off of bargaining unit employees.

Section 10.2 The chief steward and designated assistants may only perform the duties and activities set forth in Section 10.1 and have absolutely no authority to take strike action or any other action interrupting the Employer's business, except as authorized by the official action of the Union. The Employer recognizes these limitations upon the authority of the chief steward and assistants and shall not hold the Union liable for any unauthorized act. In the event that the chief steward and assistants exceed the authority defined in Section 10.1, the Employer shall have the authority to impose proper discipline, including discharge.

Section 10.3 The chief steward, or in his/her absence the designated assistant steward, shall be permitted a reasonable time to investigate, present and process grievances on Employer property without the loss of time or pay during the chief steward's regular working hours. Any time spent in handling grievances during the chief steward's, or in his/her absence the assistant steward's, regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the chief steward or assistant steward. The intent of this provision is to afford the chief steward or his/her assistant steward with time off with pay in order to enforce this Agreement.

Section 10.4 In order to enable the Employer to administer the terms of this Article the Union shall provide the Employer with a complete listing of stewards and shall provide updates, within ten (10) calendar days, as changes occur.

Section 10.5 The Employer will provide and permit space on bulletin boards for the use of the Union in each place of work. Posting on such boards are to be confined to official Union business and not adverse to Management's interest.

Section 10.6 Authorized agents of the Union shall have access including parking facilities to visit the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement on the condition that such access does not interfere with business operations of the Employer and its employees.

## **ARTICLE 11** **STRIKES AND LOCKOUTS PROHIBITED**

Section 11.1 The Union agrees that for the duration of this Agreement, members of the bargaining unit will not engage in a strike or slowdown as that term is defined in the Public Employee Relations Act, known as Act 195, or in Chapter 11-A of the Pennsylvania Public School Code, known as Act 88. The Employer agrees that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

## **ARTICLE 12** **MANAGEMENT RIGHTS**

Section 12.1 It is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Agreement, the Employer has and will retain the sole right and responsibility to direct the operations of the school district and to determine matters of inherent managerial policy such as but not limited to the following:

1. Functions and organizational structure
2. Selection of personnel
3. Direction of personnel (assignment of job responsibilities)

#### 4. Promulgation and enforcement of policy statements

It is further recognized that such matters of inherent managerial policy as set forth either expressly or by implication in this article constitute matters over which the Employer shall not be required to bargain.

### **ARTICLE 13** **SAVINGS OR SEPARABILITY**

Section 13.1 In the event that any provision of this Agreement is held to be contrary to 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 provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and negotiations between the parties shall be held within ten (10) business days after such court decision for the purpose of mutually agreeing upon a substitute provision. Notwithstanding the procedures of this paragraph or the results thereof, all other provisions of this Agreement shall remain in full force and effect.

Section 13.2 If the parties do not agree on a mutually satisfactory replacement provision within sixty (60) days after receipt of written notice, either party shall be permitted to submit the issue to an impartial arbitrator in accordance with the arbitration procedures of this Agreement.

### **ARTICLE 14** **WORKERS' COMPENSATION CLAIMS**

Section 14.1 The Employer shall continue to provide Workers' Compensation protection or the equivalent thereof for all employees.

Section 14.2 An employee who cannot complete their shift because of being injured on the job shall be paid for the balance of that shift at their regular rate. To be eligible, the employee must report the injury as soon as possible to the Employee Services Office or the employee's immediate supervisor the circumstances of the injury.

Section 14.3 An employee using a designated physician for after-care while actively employed, shall be paid for time lost from work to keep follow-up appointments only if such appointments cannot be scheduled outside the employee workday.

Section 14.4 An employee who suffers an injury during the employee workday and who seeks care on the premises the day of the injury, shall not lose pay.

Section 14.5 An employee will receive the sums set forth under the Workers' Compensation Act in the event of an absence as a result of a being injured on the job.

Section 14.6 The Employer shall continue to pay their portion of the costs of health care for employees who are receiving disability payments under the Employer's Workers' Compensation Program as required by the Workers' Compensation Act.

Section 14.7 Employees shall have the option to use sick leave days to make up the difference between a full day of regular pay and workers' compensation pay during the period for which disability payments apply under the Employer's Workers' Compensation Program.



**ARTICLE 15**  
**COMMUNICATIONS, UNION MEETINGS AND BOARD AGENDA**

Section 15.1 – Communications The Employer and representatives of the Union shall meet monthly, during regularly scheduled work hours, at the request of either party, at a mutually convenient time and place, for the purpose of reviewing concerns of either party as to the administration and implementation of this Agreement. The party requesting the meeting will submit the purpose of the meeting and a proposed agenda at the time of the request.

Section 15.2 The Union shall have the right to schedule meetings for Union related purposes in the schools by completing a building use form.

Section 15.3 Mailboxes, interoffice mail services and District equipment may be used by the Union but on the individual's own time and not while they are being compensated by the School District. The exception shall be the chief steward and the designated assistants as per Article 10 of this Agreement.

Section 15.4 – Copy of Agenda The District will publish a copy of the of the agenda of each Board Meeting on the District's web site as soon as it becomes available.

Section 15.5 The District will publish a copy of the School Board minutes within fifteen (15) calendar days of the School Board's approval of the minutes.

**ARTICLE 16**  
**PROBATIONARY EMPLOYEES**

Section 16.1 An employee shall be a probationary employee until he or she has worked for the Employer for ninety (90) calendar days.

Section 16.2 After completing a probationary period of ninety (90) calendar days, an employee shall gain seniority status and his or her seniority date on the seniority list shall revert to the first day of the probationary period.

Section 16.3 The probationary period shall not be used to avoid hiring additional regular employees.

Section 16.4 An employee who is filling his or her probationary period shall work under the terms of this Agreement with the exception that both parties recognize that his or her employment is on a trial basis; and he or she may be transferred, demoted, terminated, suspended, or otherwise disciplined by the Employer for any reason and such shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 16.5 Probationary employees are only eligible for medical benefits as provided in this Agreement after sixty (60) calendar days.

**ARTICLE 17**  
**SENIORITY**

Section 17.1 Seniority shall prevail, except as specifically delineated in this Agreement.

Section 17.2 – Definition

- (a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any permanent full time or any permanent part-time capacity by the District in this

bargaining unit.

- (b) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.
- (c) No employee may receive more than one (1) year of credit for each school year of service.
- (d) In the event of a tie in seniority, determination will be by date of hire, Board appointment date, or if necessary, by a mutually agreed method.

Section 17.3 – Seniority Shall Be Broken When An Employee:

- (a) Quits, resigns or takes a job elsewhere when his/her regular work is available;
- (b) Is discharged for just cause;
- (c) Is laid off or absent for illness for a period of twenty-four (24) consecutive months;
- (d) Fails to report for work following recall from layoff within seven (7) working days or following recall from a decision of an arbitrator reinstating an employee who was discharged within three (3) working days after being notified by mail at the last address in the Employer's records;
- (e) Fails to return following the end of a leave of absence or sick leave unless the employee presents a Doctor's note or documentation of an emergency to the Employer.

Section 17.4 – Lay-off If it becomes necessary to reduce the Employer's work force for any reason, the following shall apply:

- (a) The Employer shall furnish the Union with all pertinent information, including copies of documents used in making determinations relevant to layoffs.
- (b) A part-time employee may not bump a full time employee, but may only bump into a part-time job with an equal to or lower number of hours, provided the employee possesses the necessary job qualifications.
- (c) Reduction in force shall be by job classification.
- (d) Probationary employees within the job classification shall be the first ones affected.
- (e) After probationary employees, bargaining unit seniority shall apply in job classification.
- (f) Employees scheduled to be laid-off in a job classification may use bargaining unit seniority to displace the least senior employee in another job classification provided the laid-off employee has the necessary job qualifications.
- (g) In the event an employee is scheduled to be laid-off in one job classification and there exists a vacant position or a position filled by a probationary employee in another job classification then bargaining unit seniority shall prevail in assigning such employee to be laid-off to such vacant position or position filled by the probationary employee provided the laid-off employee(s) have the necessary job qualifications.
- (h) The Employer shall give all affected employees ten (10) working days written notice of lay-off, with a copy to the Chief Steward and the Union.
- (i) No new appointments shall be used to fill vacancies or perform any bargaining unit work while



there is a qualified laid-off employee available to fill such vacancy.

- (j) All laid off bargaining unit members shall sign up for the Employer's substitution list to be eligible for substitution positions.
- (k) Preference shall be given to laid off bargaining unit members according to seniority and qualifications when substitutes are offered assignments from the substitution list.

Section 17.5 – Recall Employees shall be recalled in the reverse order from which they were laid-off under the following conditions:

- (a) Probationary employees laid-off have no recall privileges.
- (b) Notice of recall will be sent by certified mail to the employee's last known address. It is the employee's responsibility to provide the Employer with their current address. A copy of all recalled employees shall be given to the chief steward within ten (10) working days of recall.
- (c) Refusal to accept recall to other than a position of equal or greater scheduled hours in the employee's classification of work shall not constitute a waiver of recall rights or result in a break or loss of seniority. Laid off employees shall retain rights to their original laid off position for the eighteen (18) month period or the length of continuous service, whichever is less.
- (d) If a position that was eliminated is reinstated, the bargaining unit member that was laid off shall have the first option to fill the vacancy for a period of eighteen (18) months or the length of continuous service, whichever is less.

Section 17.6 – Vacancies

- (a) A vacancy shall be defined as any employment classification or any position covered by this Agreement that is not presently being filled by virtue of an employee's retirement, resignation, termination or promotion to another bargaining unit job classification other than reduction in force. Additionally, a vacancy shall also include any newly created employment job classifications of the bargaining unit.
- (b) Notice of job openings for any existing vacancy shall be posted on the District's website.
- (c) All notices of job openings within the bargaining unit shall be posted on the District's website for a period of ten (10) working days. Those employees (internal applicants) who wish to apply for said open jobs must notify the Director of Human Resources in writing by the date the posting ends.
- (d) All vacancies will be filled as soon as possible after the expiration of the official position posting. Vacancies will be filled based on the skill and ability of the applicants. When skill and ability are equal, bargaining unit seniority shall control.
- (e) If no employee applies for any specific job opening, or if no employee agrees to be recalled to any specific job opening, the Employer may recruit externally to fill the job.
- (f) All internal applicants shall be given a written reason, from the Human Resources department within five (5) work days, stating why they did not receive the posted position.



Section 17.7 – Job Postings

- (a) The posting shall contain the minimum qualifications, skill requirements, hours/wages, building location, testing requirements (if required) and job description if applicable.
- (b) If a position posting does not contain a statement of Minimum qualifications and skill requirements, all candidates shall be considered equally qualified, and the most senior internal applicant shall be appointed to the position.
- (c) When skill and ability of applicants are equal, bargaining unit seniority shall control.

Section 17.8 Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence.

**ARTICLE 18**  
**HOURS OF WORK AND OVERTIME**

Section 18.1 The regular workweek for full time employees shall be based on seven (7) or more hours per day, Monday through Friday. However, see Section 18.2(b) below.

- (a) Employees may leave the premises during the lunch period.
- (b) In the event an employee's lunch period is interrupted by the appropriate supervisor, the employee shall be paid for the remainder of the lunch break for which the employee works.
- (c) Hours of work include a minimum of one-half (½) hour uninterrupted and unpaid lunch.

Section 18.2

- (a) A full time employee is defined as an employee whose assigned position is scheduled to work at least seven (7) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year.
- (b) However, those employees who have been continuously employed in the bargaining unit since on or before June 30, 2007 and are classified as full-time employees (because they have been scheduled to work at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year) shall continue to be classified as full-time employees as long as they continue to work in the bargaining unit at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year.

Section 18.3 A part-time employee is defined as an employee whose assigned position is scheduled to work less than seven (7) hours per day or for less than one hundred and eighty (180) days during the fiscal year. However, see Section 18.2(b) above.

Section 18.4 All employees shall be provided annually with salary information. The information provided shall include:

- (a) Employee's name, school, classification and District employment date.
- (b) Hourly rate, number of hours worked and number of days worked.
- (c) Total salary, total pays = gross/pay.
- (d) Employment status. (Full-time pupil days – total number of days, plus paid holidays, vacation, sick leave and personal leave).

There will be a thirty (30) working day period for examination of the salary slip by the employee for the

purpose of notifying the Supervisor of Human Resources of any discrepancy by the employee.

Section 18.5 Hours of work assigned or number of days worked to positions shall not be changed in an arbitrary or capricious manner so as to avoid employee eligibility for benefit programs.

- (a) The District may permanently increase an employee's hours based on need if mutually agreed upon by the employee and Union.

Section 18.6 Full time employees shall receive two (2) paid fifteen (15) minute breaks per day. All part time employees who work at least four (4) hours per day shall receive one (1) paid fifteen (15) minute break per day.

Section 18.7 Time worked in excess of eight (8) hours a day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the straight time hourly rate of pay.

Section 18.8 Time worked on Saturday will be paid at one and one-half (1½) times the straight time hourly rate.

Section 18.9 Time worked on Sunday will be paid at one and one-half (1 ½ ) times the straight time hourly rate.

Section 18.10 Time worked on Holidays as recognized in this Agreement will be paid at two (2) times the straight time hourly rate.

Section 18.11 Whenever an employee is required to perform an unscheduled emergency call-in, the employee shall be guaranteed four (4) hours or the actual time worked, whichever is greater and paid at one and one-half (1½) times the straight time hourly rate.

Section 18.12 Overtime shall be administered in the following manner:

- (a) Employees will be asked to work overtime based on the work requirements.
- (b) If no employee in the building accepts the overtime, the Employer may ask other employees, based on work requirements, to accept the overtime work.
- (c) In the event that no one accepts the overtime offering then the Employer may assign bargaining unit employees, use temporary, substitute or supervisory workers for the overtime work. In the event of assignment, it shall be made in the inverse order of seniority and based on work requirements.

Section 18.13 There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 18.14 Employees shall have established starting and ending times of work as scheduled by the District Superintendent or his/her designee subject to change with ten (10) work days notice to the affected employees.

Section 18.15 The Employer and the employee may at any time mutually agree to shift hours of work by starting earlier or later than the regularly scheduled starting and ending times without the notice provision in Section 18.14.

Section 18.16 If an emergency condition, such as snow, serious accident or fire, etc., should result in the closing, delayed opening, or the early closing, the beginning and/or end of the work day will be adjusted in



accordance with the delay. No deduction in pay shall occur as a result of these conditions. Such lost time will not be made up during the school year. When schools are closed due to emergencies, all two hundred and fifty (250) day secretaries will report when it is safe to do so. On late openings, two hundred and fifty (250) day secretaries will report when it is safe to do so. Aides and other support staff's starting time will be adjusted in accordance with the delay (ie., one (1) hour delay or two (2) hour delay). Early closings, two hundred and fifty (250) day secretaries may leave when the district announces they can leave. Aides and other support staff will leave thirty (30 minutes) after all students have been dismissed. Two hundred and fifty (250) day secretaries may use vacation days, sick days, or personal days in the event school is closed for snow. In the case of a State of Emergency, all employees are off.

## **ARTICLE 19** **PERSONNEL FILE**

Section 19.1 Employees will have the right during regular office hours to inspect their own personnel files. However, the employee shall not have the right to remove the file or any of its contents from the Human Resources Office. To facilitate this process, the employee should make an appointment with the Human Resources Office.

Section 19.2 The employee shall receive written notification within five (5) business days of any evaluations or reprimands, which are placed in his/her file. A notation on the employee's copy of the document indicating that a copy has been placed in the personnel file shall be considered adequate notification. Letters of commendation may be included in the employee's personnel file. The parties agree that certain personal information, which includes academic references and other similar documents of privileged nature are exempt from the foregoing inspection. If an employee's personnel file, or any of its contents, is subpoenaed in accordance with law, the employee shall be immediately notified, and may have a copy of the subpoena upon request unless prohibited by law.

## **ARTICLE 20** **LEAVE OF ABSENCE**

Section 20.1 Upon written application to the Employer, an employee may be granted a personal leave of absence without pay not to exceed one hundred eighty (180) days. Such personal leave may be extended for a period not to exceed an additional one hundred eighty (180) days upon approval of the Employer.

Upon return from an approved leave of absence the employee will be assigned to the previously held position, if available.

Section 20.2 Upon written application to the Employer, an employee may be granted a medical leave of absence for illness or maternity without pay. The employee may continue their benefits as follows:

- (a) When an employee giving birth to a child has no other applicable medical insurance, the coverage in force at the time the employee becomes incapacitated as a result of the impending birth, as verified in writing by the attending physician, will continue from the start of incapacitation until the end of the month of the birth of the child or the end of the month of the discharge from the hospital of the employee and child for causes related to the pregnancy of that employee, whichever extends later.
- (b) Upon return from an approved leave of absence the employee will be assigned to the previously held position, if available.

Section 20.3 The Employer shall comply with the terms of the Family and Medical Leave Act (F.M.L.A.).



Section 20.4 The Employer agrees to grant up to a total of seven (7) work days per year of leave, without discrimination or loss of seniority rights and with pay, to employees designated by the Union to attend labor conventions, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. Seven working days shall be defined as one individual absent for seven (7) work days; seven individuals absent for one (1) work day; or any combination which equal a total of seven (7) work days per fiscal year. The Union further agrees that, in making its request for time-off for Union activities, due consideration shall be given to the number of persons affected. The Employer shall not be required to approve such request if it interferes with the efficiency of the workforce.

Section 20.5 The Employer agrees to grant leave, without discrimination or loss of seniority rights and without pay, to employees designated by the Union to serve in any capacity as an official of the Union, provided thirty (30) calendar days written notice is given to the Employer by the Union, specifying length of time off.

Section 20.6 All eligible bargaining unit members, while on approved unpaid leave of absence authorized by this agreement, may at their option and expense, continue their health, disability, and life insurance benefits. Members on an approved unpaid leave of absence covered by FMLA may continue their health, disability and life insurance benefits at their usual deduction.

Section 20.7 Employee on an approved leave or FMLA leave shall continue to accrue service credit for seniority purposes.

Section 20.8 – Attendance at Conferences Attendance at conference will be based on the pre-approval of the employee's immediate supervisor or the approval of the Superintendent or his/her designee, with expenses not to exceed \$500.00 per person to be paid by the District. Conference attendance will not be deducted from the employee's sick leave, personal day or any other leave.

## **ARTICLE 21** **PERSONAL LEAVE**

Section 21.1 Employees shall be granted three (3) paid personal days per year, cumulative, and not more than five (5) to be used during any one school year. Employees, who work four (4) hours or less per day, or less than twenty-five (25) hours per week, shall be given two (2) personal days per year, cumulative, not more than five (5) to be used during any one school year. Personal days may be denied if requested the day before or after any district scheduled holidays.

Section 21.2 Personal days should be requested in writing to the immediate supervisor three (3) business days in advance of the date(s) requested. In the case of emergency, as determined by the immediate supervisor, the three (3) day notification will be waived.

Section 21.3 A "paid personal leave day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 21.4 A retiring employee shall be paid for the buyback of unused accumulated personal days in accordance with the following terms and conditions:

1. This benefit shall apply to and be paid only to employees who began their employment prior to July 1, 2023;

2. The employee must notify the School District in writing of his/her retirement and provide proof of his/her application for retirement benefits with the Public School Employees Retirement System ("PSERS");
3. The retiring employee must have fifteen (15) years of continuous service in the Coatesville Area School District;
4. The retiring employee must not have been paid a retirement or severance payment previously by the Coatesville Area School District; and
5. The Employee must retire from Pennsylvania's public school system and be entitled to receive superannuation retirement, early retirement or disability retirement from PSERS.
6. The benefit amount shall be sixty dollars (\$60.00) for each accumulated and unused day.

Section 21.5 Effective July 1, 2023, employees may not carry over personal days from year to year; provided, however, that employees who have been employed before July 1, 2023, and who have accumulated personal days shall not lose those days, but may not add to those days.

**ARTICLE 22**  
**SICK LEAVE DAYS**

Section 22.1 Employees in the bargaining unit shall be entitled to paid sick leave as set forth hereinafter:

- (a) Sick leave allotments shall be credited to each employee on July 1<sup>st</sup> of each year. Employees must start the fiscal year or school year off working in order to start using sick days.
- (b) Sick leave shall be accumulative from year to year without limit.
- (c) All or any part of such unused, accumulated sick leave may be used in any one-contract year. The Employer may, in its discretion, require a doctor's note for any absence(s) of three or more consecutive days. If a sick day is taken the day prior to or the day immediately after any district scheduled holidays then a doctor's note may be requested.
- (d) Each employee in the bargaining unit shall be provided sick leave. A leave of absence for sick leave is for the employee's personal illness or illness in the immediate family.

Work Year	Sick Leave
12 month employees	12 days
10, 10 ½ month employees	10 days
9, 9 ½ month employees	10 days
4 hours per day	5 days
3 hours per day	4 days
2 hours per day	3 days
Less than 2 hours per day	2 days

- (e) A "paid sick leave day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee. For example, an employee who regularly works two (2) hours per day will be entitled to three (3) sick leave days of two (2) hours per day and an employee who regularly works less than two (2) hours per day will be entitled to two (2) sick leave days equal to the average amount of hours worked by the employee and not to exceed two (2) hours.



(f) A retiring employee shall be paid for the buyback of unused accumulated sick leave in accordance with the following terms and conditions:

1. The employee must notify the School District in writing of his/her retirement and provide proof of his/her application for retirement benefits with the Public School Employees Retirement System (“PSERS”);
2. The retiring employee must have fifteen (15) years of continuous service in the Coatesville Area School District;
3. The retiring employee must not have been paid a retirement or severance payment previously by the Coatesville Area School District; and
4. The Employee must retire from Pennsylvania’s public school system and be entitled to receive superannuation retirement, early retirement or disability retirement from PSERS.
5. The benefit amount shall be sixty dollars (\$60.00) for each accumulated and unused day.

(g) Sick days may be taken in ¼ day increments.

**ARTICLE 23**  
**BEREAVEMENT LEAVE/CRITICAL ILLNESS**

Section 23.1 Whenever an employee shall be absent from duty in the event of a death in the employee’s immediate family, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days.

Section 23.2 Members of the immediate family shall be defined as husband, wife, children, grandfather, grandmother, grandchildren, mother, father, brothers, sisters, son-in-law, daughter-in-law, parent-in-law, step-parents, or relative who resides in the same household, or any person with whom the employee has made their home.

Section 23.3 Whenever an employee is absent because of the death of a near relative of the employee or spouse, there shall be no deduction in salary of said employee for the one day absence. A near relative shall be defined as the employee’s or their spouse’s cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Section 23.4 Five (5) days absence will be allowed for critical illness. The allowance for critical illness cannot exceed more than five (5) days of critical illness per year per member of the immediate family, regardless of the number of critical illnesses that occur to the particular family member. This allowance cannot be accumulated from year to year. Critical illness means illness the attending physician considers sufficiently serious to require the bargaining unit member’s presence at the bedside. (The Human Resources Office reserves the right to require a statement from the attending physician to substantiate critical illness).

**ARTICLE 24**  
**SERVICES IN COURT**

Section 24.1 Employees in the bargaining unit who are summoned to jury duty will be granted paid leave, as follows: Employees shall be paid at their per diem rate less any payment received for jury service, excluding

mileage reimbursement. Employees in the bargaining unit who are subpoenaed for a non-school related issue will not be paid but may use their own personal days.

## ARTICLE 25 HOLIDAYS

Section 25.1 Employees are entitled to paid holidays in accordance with the School District calendar as adopted by the School Board.

Section 25.2 A "paid holiday" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 25.3 If a holiday falls during an employee's vacation, the employee shall be granted another vacation day mutually agreed upon by the Employer and employee.

### Section 25.4

- (a) Twelve Month Employees shall be paid for ten (10) holidays, which include: July 4<sup>th</sup>, Labor Day, Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day
- (b) Ten and Ten and One Half Month Employees shall be paid for nine (9) days, which include: Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and Labor Day.
- (c) Nine and Nine and One-Half Month Employees shall be paid for eight (8) holidays, which include: Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day. If the School term begins prior to September 1<sup>st</sup>, Labor Day shall be considered a paid holiday.

Section 25.5 The employee must work, or be on approved leave (including sick, personal, vacation or an excused leave with a doctor's note) on the day before or after a holiday to be compensated for the holiday.

## ARTICLE 26 VACATION

Section 26.1 Vacations shall be granted in one-quarter (1/4) workday increments at the employee's request subject to the terms, conditions and limitations set forth in the Agreement.

Section 26.2 Vacations are earned one fiscal year and taken the next. Vacations are granted for service as calculated on July 1 (not the anniversary date).

Section 26.3 A "paid vacation day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 26.4 Permanent full-time twelve (12) month employees shall accrue and be permitted to use paid vacations in accordance with the following schedule:



(a) Accrual of Vacation.

(i) Beginning with the first day of the first full calendar month of employment as a permanent full-time twelve (12) month employee, such an employee shall earn vacation at the rate of 5/12's of a vacation day for each full month of full-time employment. Examples. If an employee begins on January 4, he or she begins accruing vacation in February. If an employee begins on March 18, he or she begins accruing vacation on April 1.

(ii) After two (2) full years of employment as a permanent full-time twelve (12) month employee, such an employee shall earn vacation at the rate of 10/12's of a vacation day for each full month of full-time employment.

(iii) After five (5) full years of employment as a permanent full-time twelve (12) month employee, such an employee shall earn vacation at the rate of 15/12's of a vacation day for each full month of full-time employment.

(iv) After fifteen (15) full years of employment as a permanent full-time twelve (12) month employee, such an employee shall earn vacation at the rate of 20/12's of a vacation day for each full month of full-time employment.

(v) After twenty-five (25) full years of employment as a permanent full-time twelve (12) month employee, such an employee shall earn vacation at the rate of 25/12's of a vacation day for each full month of full-time employment.

Section 26.5 Employees shall be paid for up to two (2) weeks of accrued but unused vacation time at the end of the school year. Each day shall be paid at their normal rate as set forth in Section 26.4.

Section 26.6 All vacation leave must be scheduled and approved at least five (5) business days prior to the beginning of the vacation day.

Section 26.7 No more than ten (10) days of vacation may be carried over from one fiscal year to the next. If any employee has more than fifteen (15) days of vacation at the close of business on June 30 of any year, he/she shall: (a) be paid for ten (10) days per Section 26.5 hereof; carry over ten (10) vacation days to the next fiscal year; and (c) lose any additional days.

**ARTICLE 27**  
**REIMBURSEMENT FOR STUDY/SKILL DEVELOPMENT**

Section 27.1 The Employer shall reimburse employees at the rate of seventy-five percent (75%) for certain costs incurred in study or other activities embarked upon for the purpose of maintaining, improving or increasing current skills, developing new skills and one-hundred per cent (100%) for required training by any state or federal agency. The reimbursement costs are limited to enrollment fees (tuition) paid to the institution or organization, which provided the instruction or conducts the activity in which the employee enrolls. All courses must be pre-approved by the supervisor and the Assistant Superintendent or designee. An employee can be reimbursed for (12) twelve credits per fiscal year.

Section 27.2 Courses or activities may be for college credit at institutions whose credits are approved by the Pennsylvania Department of Education, or courses required to maintain certification for positions held in this School District, or that are in the areas of work for which the employee seeks skill maintenance, enhancement, or development.

Section 27.3 Reimbursement will be made to employees who are still members of this bargaining unit and who are still employed by the district after submission of a certified transcript showing evidence of satisfactory completion of a course with a grade of "B" or better. In instances where study/skill development is approved in institutions or organizations, which do not give a grade, the employee must provide evidence of satisfactory completion of the course or activity. In any case, written proof of payment must be submitted within ninety (90) days of course completion; otherwise the tuition refund to which the employee is entitled, shall not be required to be made until the next fiscal year of the school district.

Section 27.4 The District must offer workshops in related computer application skills on a yearly basis. Examples of these workshops include but not limited to spreadsheet solutions, word processing, data base applications and others that may apply. When such workshops are given, the employees will get reasonable notice of at least one week.

**ARTICLE 28**  
**EVALUATION**

Section 28.1 Every employee may be evaluated annually, or as necessary, by the supervisor designated for the position. A conference shall be conducted with the employee to discuss the evaluation. The employee shall be provided a copy of any evaluation report prepared by the supervisor. No employee shall be required to sign a blank or incomplete evaluation form or report. An employee's signature on a completed evaluation form or report means only that the employee has reviewed the evaluation.

**ARTICLE 29**  
**DEPARTMENTS, JOB CLASSIFICATIONS AND JOB TITLES**

Section 29.1 Job titles contained within each job classification are as follows: See Appendix A.

**ARTICLE 30**  
**WAGES (HOURLY RATES) AND JOB CLASSIFICATIONS**

Section 30.1 The following percentage (%) increases to the hourly rate shall be implemented on the dates noted below:

Job Classifications	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27
All	3.5%	3.5%	3.5%	3.5%	3.5%

All employees hired prior to July 1, 2023 shall receive a \$1.00 per hour longevity bonus plus the 3.5% increase effective July 1, 2023.

Please note: Any employee who is employed prior to July 1, 2023 and currently not at the new Minimum Salary (hourly rate) the hourly rate will be adjusted to the new Minimum Salary (hourly rate), the employee will also receive a \$1.00 longevity bonus as well as the 3.5% increase.

Section 30.3 Effective July 1, 2023, the following shall be the Minimum Salary (hourly rate) levels for each Job Title within the following six (6) Job Classifications. (See Appendix A for a list of the Job Titles within each Job Classification.)



	<b>Job Classification</b>	<b>Minimum Salary (Hourly Rate)</b>
1.	Licensed Nurses (Health Aides/Assistants)	\$23.50
2.	Administrative / Building Secretaries	\$20.00
3.	PC Support Specialist/Technology	\$19.00
4.	Special Educational Paraprofessional	\$17.50
5.	Regular Education Paraprofessional	\$15.50
6.	Building Aides/Cafeteria/Playground Aides	\$14.50

**ARTICLE 31**  
**OTHER TERMS AND CONDITIONS**

Section 31.1 – Permanent Changes in Classification When an employee is voluntarily assigned to a different rated job classification, the employee shall be paid the rate appropriate to the new job classification. Said rate shall be payable for the date the change occurred. This could result in an hourly rate increase for any employee. No employee can be involuntarily transferred to any other job classification or job title.

Section 31.2 – Temporary Assignment/Higher Rated Classification Employees who are temporarily assigned to a different rated classification and required to perform the duties of that classification shall be paid at the rate for the higher classification for the hours worked in that position. Including but not limited to day, week, month, and year.

Section 31.3 – Temporary Assignment/Lower Rated Classification Employees temporarily assigned to perform the tasks in a lower classification shall suffer no loss of pay as a result of such assignment.

Section 31.4 – New Classification If any new classification and/or position is created, the employer shall notify the Union for the purpose of negotiating the salary for the new classification and/or position. If agreement is not reached within ten (10) working days from commencement of negotiations, the matter shall be referred to arbitration as provided in Step 4 of the Grievance Procedure.

Section 31.5 – Mileage Reimbursement When employees utilize private vehicles in conjunction with District activities, and are so authorized by the District, the mileage compensation shall be the prescribed rate approved for business expense deductions for Federal Income Tax purposes.

Section 31.6 – Pay Practice Any employee scheduled to be paid fewer than twenty-six (26) bi-weekly periods, may elect to receive twenty-two (22) bi-weekly pays by submitting such request in writing to the Personnel Office by the first day in June for the upcoming fiscal year. The previous pay schedule for the employee shall remain in effect until the Human Resources Office is notified by the employee in writing for the upcoming fiscal year of change.

Section 31.7 – Most Favored Nation Clause If the employer unilaterally grants a new fringe benefit or an improvement in an existing fringe benefit to any other bargaining units, the Employer shall automatically grant the same increase or benefit to the employees covered by this agreement. It is understood that this pertains to fringe benefits only and not salary or any other terms or conditions.

Section 31.8 No member of this bargaining group shall be paid an hourly rate less than the Federal Minimum Wage.

Section 31.9 All employees are required to report to the Personnel Office any change in the employee's personal information that was originally given on the employee's employment application, such as a change of address, telephone number, and any changes to the employee's benefits information. The Employer will



not be liable for any loss of benefits due to the employee's incomplete or incorrect employee information. This section is not intended to remove or waive any benefits that bargaining unit members have accrued during service to the Employer.

(a.) All employees are required to immediately report to the Personnel Office any reportable event pertaining to the employee in conjunction with PA Act 82 and the Pennsylvania Department of Education's Form 6004 (PDE 6004).

Section 31.10 Members of the bargaining unit who work additional days over their scheduled work year at the request of management shall receive their normal straight time hourly rate. This section is subject to the language in Sections 31.2 and 31.3.

Section 31.11 – Safety and Health Employees shall not be subjected to unsafe or hazardous conditions at their work site or be required to perform tasks that endanger their health or safety during the specified workday.

### **ARTICLE 32** **PENSION**

Section 32.1 Employees shall be provided pension benefits as provided by the Pennsylvania Public School Employees Retirement System (PSERS).

### **ARTICLE 33** **HEALTH, WELFARE AND LIFE INSURANCE**

Section 33.1 The following fringe benefits only cover employees in this bargaining unit whose assigned position is scheduled to work at least seven (7) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year; however, those employees who have been continuously employed in the bargaining unit since on or before June 30, 2007 and are classified as full-time employees (because they have been scheduled to work at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year) shall continue to be classified as full-time employees so long as they continue to work in the bargaining unit at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year. See Article 18, Section 18.2(a) and 18.2(b). The employee shall pay the portion of the health care "premium" as outlined below through payroll deduction, and the Employer shall pay the balance of the premium.

#### Spousal Waiver

- A. Effective July 1, 2023, and notwithstanding anything herein to the contrary, if a Bargaining Unit Member's spouse is employed by another employer and the spouse's employer provides individual medical coverage, the spouse shall not be eligible to participate in the District's medical plan(s). Any spouse currently covered by the District's medical benefits plan must provide written verification indicating that he/she is not eligible to receive or elect benefits from his/her employer. If a spouse currently covered under the District's medical benefits plan can elect coverage from his/her employer, the spouse shall be removed from the District's medical benefits plan and enrolled in his/her employer's plan at the first available opportunity. Verification of the next open enrollment period or first available opportunity to enroll from the spouse's employer will be required. A Bargaining Unit Member may elect coverage for dependents upon providing appropriate verification of dependents.
- B. The foregoing paragraph A (relating to spousal waiver) shall not apply if the deductible and



- B. The foregoing paragraph A (relating to spousal waiver) shall not apply if the deductible and “premium share” requirements for the spouse under the spouse’s employer’s medical plan is higher the \$1,500 (individually or together) per year for the spouse.

Year of Contract	Member (Employee) Contribution For: Individual Coverage	Member (Employee) Contribution For: Family Coverage
7/1/23 – 6/30/24	5 ½ %	5 ½ %
7/1/24 – 6/30/25	6 ½ %	6 ½ %
7/1/25 – 6/30/26	7 ½ %	7 ½ %
7/1/26 – 6/30/27	8 ½ %	8 ½ %
7/1/27 – 6/30/28	8 ½ %	8 ½ %

Coverage’s Include:

1. Medical Plan with Integrated Drug – Employee and Family
2. Dental Plan – Employee and Family
3. Vision Plan – Employee and Family

Coverage’s Paid by the School District at One hundred (100%) percent

1. Term Life Insurance
2. Income Protection
3. Tax Scheduled Annuity Plan
4. Continuation of Insurance
5. Severance Pay
6. Workers Compensation

Section 33.2 – Insurance Types

1. Medical Plan with Integrated Drug The Coatesville Area School District will provide a High Deducible Health Plan (HDHP) with Integrated Drug coverage for all members of the bargaining unit as a package program (existing coverage) or its equivalent. The School Board will provide for employee coverage and for family coverage. The retired employee is permitted to purchase hospitalization through the District group until the retiree reaches Medicare eligibility age (special class). The spouse of the retired employee is permitted to continue to purchase District group coverage, until the spouse becomes Medicare eligibility age (special class). If made available by the carrier, such individuals will also be permitted to purchase, in accordance with the above, other insurance benefits made available to bargaining unit members.

The School District shall fund a Health Savings Account for each eligible employee or family group electing coverage as follows:

- 2023-2024 school year, 60% of the annual plan deductible
- 2024-2025 school year, 50% of the annual plan deductible
- 2025-2026 school year, 40% of the annual plan deductible
- 2026-2027 school year, 30% of the annual plan deductible
- 2027-2028 school year, 20% of the annual plan deductible

There shall be no School District contributions to a Health Savings Account after June 29, 2028.

2. Vision Plan The Coatesville Area School District will provide up to two hundred (\$200.00) dollars per calendar year for the usual, customary and reasonable fees for vision care services, including eye refractions, eyeglasses, contact lenses, or the vision examination for prescribing, or fitting eyeglasses or contact lenses; where recommended and approved by a physician or optometrist. This is subject to the exclusions and limitations listed in the “Summary of Plan Description”.
3. Term Life Insurance The District will shall provide a Term Life Insurance, including Accidental Death and Dismemberment, equal to the twice (2X) the base salary (rounded down to the nearest \$1,000.00 for full-time employees) up to a limit of one hundred and twenty five thousand (\$125,000) dollars.
4. Income Protection for Long Term Disability Full-time employees only:

Sickness Benefits 2 years Accident  
Benefits – to Medicare Eligibility

The employee will receive 66-2/3% of the first \$4,500.00 monthly salary with the base salary prorated over twelve (12) months.  
Benefits begin on the 61<sup>st</sup> calendar day following the disability.

- i. Accumulated sick leave must be used to reduce or eliminate this 60-day period. The School Board will pay \$50.00 a day for the remainder (if any) of the 60-day period.

(A physician approved by the Board and Union must provide a statement attesting to the employee’s long-term disability to qualify for this provision.)

- ii. Sick Leave Utilization – The following benefit plan is available to insured employees as an alternative to receiving the standard Total Disability benefit under the policy. The insured employee may elect to receive either:

1. Full total Disability benefits under the policy, or
2. Sick leave from the participating employer. If [2] is elected, then each full day of remaining sick leave must be taken for each working day of Total Disability. Payment at the rate of the Minimum Benefit for Total Disability shall also be made while sick leave is payable and the Minimum Benefit shall not be more than the Maximum Monthly Benefit for Total Disability.

- iii. Salary after the five (5) year period for sickness will be a mutual decision of the Union



and Employer. Subject to the grievance procedures as outlined in this Agreement.

- iv. Eligibility for these benefits is dependent upon written and signed statement by the family physician.
- v. After six months of disability, planned benefits are coordinated only with social security and disability benefits payable from any employer-sponsored retirement plan to provide up to 66-2/3% of salary not to exceed the stated monthly benefit.
- vi. There shall be no "double-dipping".

### Section 33.3 – Severance Pay for Retiring Personnel

A retiring person is defined as one who is entitled to receive a withdrawal allowance or a superannuation retirement, early retirement or disability retirement, as defined by the Public School Employees Retirement Board.

Employees with interrupted service in the Coatesville Area School District will be credited with total years of service, provided the ten years prior to retirement are consecutive years of service in the Coatesville Area School District.

The following schedule will apply:

1. Ten (10) years of service and less than fifteen (15) years:  
3% of his/her average annual salary for the highest three (3) years of service to a maximum of \$850.00 (minimum of \$350.00).
2. Fifteen (15) years of service and less than twenty (20) years:  
4% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,000.00 (minimum of \$550.00).
3. Twenty (20) years of service and less than twenty-five (25) years:  
5% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,200.00 (minimum of \$550.00).
4. Twenty-five (25) or more years of service:  
6% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,350.00 (minimum \$550.00)

Section 33.4 A person will not be eligible to receive severance pay a second time unless he/she returns for ten or more additional continuous years. His/her severance pay would be based on his/her years of continuous service since he/she returned from his/her early retirement.

Section 33.5 If an employee dies before retirement, the severance will be paid to the beneficiary of record per retirement declaration.

Section 33.6 An equivalent or better plan to any or all of the above coverages may be selected by the District, subject to the following provisions:

1. The Employer shall notify the Union in writing at the earliest date it begins planning to consider an alternative insurance carrier or carriers.
2. Copies of documents evidencing equivalence of coverage and sound reputation and financial condition of the prospective carrier(s) shall be furnished, if available, both to the Employer and the Union. The Employer and Union may each request such other documents or meetings with the prospective and/or current carrier(s) as may be desired.
3. In the event of a continuing dispute over the equivalency of another plan to the existing plan, the matter may be processed as a grievance. Should the arbitrator find the plan not equivalent, the award shall only direct the Employer to provide equivalent benefits.
4. A self-insurance plan shall be subject to the same conditions as above.
5. The Employer may not change carriers more often than every twelve (12) months.

#### Section 33.7– Conditions Regarding Opting Out of the Health Benefits

The District will provide a lump sum bonus payment of \$1,000.00 to an employee who chooses to opt out and is opted out for the entire fiscal year (July 1 through June 30) for all health benefits as a package (medical, prescription, dental, and vision benefits). The payment will be made in July following the end of the fiscal year in which the employee opted out of Health Benefits. New employees who are hired after the start of the fiscal year, who are eligible for Health Benefits and who opt out of Health Benefits shall receive a pro-rata share of the lump sum bonus based on the number of whole months Health Benefits were waived. The payment shall be made by the first pay in July of the year the employee opted out.

### **ARTICLE 34** **TEMPORARY EMPLOYEES**

Section 34.1 A Temporary employee is one who is hired for a length of time not to exceed five (5) months and such employees are not members of the bargaining unit. Under no circumstances may a temporary employee be hired or used while there is a laid-off bargaining unit member unless there is no qualified laid-off bargaining unit member willing to accept the temporary assignment. A Long term temporary employee ("LTT") is an employee who is hired for a period of up to twelve (12) months and is so informed at the time of hire. LTT shall only be hired to temporarily replace a regular employee who has been granted a leave of absence or serve as a Special Ed. Assistant in one on one services to a child enrolled in CASD.

Section 34.2 A Temporary Employee and LTT shall be paid the minimum established hourly rate for work performed in that classification.

Section 34.3 Before a Temporary employee or LTT is offered permanent employment, any qualified regular part-time or full time employee who is not working because of lack of work in any classification shall be offered the opportunity to perform the work at the same contractual rate of pay appropriate to the work to be performed. The regular employee shall suffer no loss of seniority or any other benefit.

Section 34.4 If a Temporary employee or LTT is hired to a regular part-time or full time position and has worked for the Employer within the ninety (90) calendar days immediately preceding the appointment, then the employee shall not be required to serve a probationary period. The seniority date for Temporary employees and LTT who are appointed to a regular part-time or full time position in which they are filling shall revert back to the first day of the employee's work without a break in service.



Section 34.5 The Employer agrees that it will not utilize the hiring of Temporary Employees or LTT as a subterfuge to avoid the hiring of permanent employees within the bargaining unit and/or the paying of benefits as set forth in Article 34. Temporary employees and Long Term Temporary employees are not eligible for medical benefits as outlined in this Agreement.

Section 34.6 The Employer will confine the assignment of overtime to Temporary employees and LTT to work in which they are engaged during the workday and which could be brought to a logical conclusion with some additional time. The Employer agrees that it is not the intent of this Section to take overtime work away from the bargaining unit.

**ARTICLE 35**  
**PERIOD OF AGREEMENT AND INDEMNIFICATION**


Section 35.1 The term of this Agreement shall begin with the ratification of the two parties, and shall continue in full force and effect until June 30, 2028 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

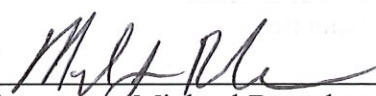
Section 35.2 The Union agrees to indemnify and save the Board and each individual School Board member and the Coatesville Area School District, including every officer, appointee and/or employee of the District, harmless against any claims, demands; costs, suits or other forms of liability of any nature, including back pay, and all court and/or administrative agency costs; counsel fees and all other legal costs and expenses that may arise out of or by reason of action by or action not taken by the Board or District for the purpose of complying with this Agreement.


Section 35.3 IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement as of the day and year first above written.


**COATESVILLE AREA SCHOOL DISTRICT**

**TEAMSTERS LOCAL UNION NO. 384**

  
\_\_\_\_\_  
Signature – Robert Fisher                      Date  
Board President

 6/8/23  
\_\_\_\_\_  
Signature – Michael Bonaduce                      Date  
President

  
\_\_\_\_\_  
Signature – Lori Diefenderfer                      Date  
Board Secretary

 6/8/23  
\_\_\_\_\_  
Signature – Steve Gallagher                      Date  
Vice President

Robert J. Fisher, School Board President  
Lori A. Diefenderfer, School Board Secretary  
*Coatesville Area School District*  
3030 CG Zinn Road, Thorndale, PA 19372  
Board Approved: June 13, 2023

**APPENDIX A**

**COATESVILLE AREA SCHOOL DISTRICT**  
**Job Classifications and Job Titles in Teamsters Bargaining Unit**

Administrative Secretaries

Principal's Secretary  
Maintenance Secretary  
Child Acct./Business Office Secretary  
Administrative Assistants

Building Secretaries

Assistant Principal's Secretary  
Attendance Secretary  
Guidance Secretary  
Main Office Secretary 9/10 Center  
Guidance Registrar  
Library Secretary  
Special Education Secretary  
Security and Safety Secretary  
Receptionist  
School Nurse Secretary  
Asst. Attendance Secretary  
Asst. Main Office Secretary  
Transportation Secretary  
Food Service Secretary  
Supervisors Secretary-Athletics

Licensed Nurse/Health Assistant

Health Aides/Assistants  
Nurses (RN, LPN)

PC Support Specialist/Technology

Technician/Tech Associate

Special Education Paraprofessional

Special Ed., Classroom Aide  
Special Ed., One on One Aid

Regular Education Paraprofessional

Instructional Aide  
ESL Aide  
Library Aide  
Clerical Aide  
504 Instructional Aide

Aides

Playground Aide  
Cafeteria Aide