

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CHESTER COUNTY INTERMEDIATE UNIT BOARD  
AND THE  
CHESTER COUNTY INTERMEDIATE UNIT  
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**July 1, 2023 to June 30, 2026**

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Personnel Association**

**Bonnie Wolff, President  
Board of Directors  
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**Collective Bargaining Agreement  
between the  
Chester County Intermediate Unit  
Educational Support Personnel Association  
and the  
Chester County Intermediate Unit Board**

**Definition of Terms**

A. For the purpose of this agreement, the following definitions will be applied:

1. Long-term substitute - Individual who is hired for a period of 90 to 260 days to replace a permanently appointed bargaining unit member who is on an Employer approved leave of absence.
2. Substitute - An individual employed by the Employer on a per diem basis. Employees in this job classification are assigned to work for a regularly appointed bargaining unit member who is absent from work for one to 89 days or to fill a position that is temporarily vacant. Substitutes are "at will" employees and are not represented by this bargaining agent.
3. Temporary employee - An individual appointed to fill a position for one school year or less, including extended-school-year (ESY) employees. These employees can be rehired in subsequent school years and are eligible to receive credit for experience gained during the year of temporary employment.

**ARTICLE I  
Conditions**

A. Recognition

The Chester County Intermediate Unit Educational Support Personnel Association/ESPA/PSEA/NEA, hereinafter called the "Association," is hereby recognized by the Chester County Intermediate Unit Board, hereinafter called the "Employer," as the bargaining agent for bargaining unit members as defined in PERA-R-4257-E.

Both parties agree 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.

B. Term of Agreement

The term of this agreement shall begin July 1, 2023 and shall constitute the full and complete agreement between the parties until June 30, 2026.

C. No Strike - No Lockout Provision

Both parties agree faithfully to abide by the agreement as written. The Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this agreement and that the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this agreement.

D. Employer Rights

The Employer shall have the right to manage and operate the Chester County Intermediate Unit (CCIU) in such a manner as it sees fit, except to the extent restricted by the expressed and specific terms of the agreement.

E. Definition of Full-Time Bargaining unit member

A bargaining unit member who works the minimum amount of hours as defined in Article XII, M. Ten-month bargaining unit members must work a minimum of 180 days; and, 12-month bargaining unit members must work a minimum of 260 days.

F. Full-Time Equivalent (FTE)

1. The full-time equivalent (FTE) of a part-time bargaining unit member is equal to the percentage of time the part-time bargaining unit member is hired to work as compared to a full-time bargaining unit member in the same position.
2. If a bargaining unit member is hired for more than one part-time position, the FTE for that bargaining unit member is the sum of the different positions' FTE's. A bargaining unit member that holds more than one part-time position, will receive the benefits of a position with an FTE equal to the sum of the FTE's benefits.

G. Grandfathering of Selected Bargaining unit members

Any bargaining unit member who met the definition of full-time bargaining unit member on June 30, 1994, but who does not meet the definition of a full-time bargaining unit member under Article I-E of this agreement, shall retain eligibility for medical, dental, prescription drug, life insurance, and disability insurance as those provided for active, full-time bargaining unit members under this agreement. Eligibility for these benefits shall continue as long as the bargaining unit member does not voluntarily transfer to a part-time position within the CCIU or until the bargaining unit member resigns or retires from the organization.

H. Provisional Hires

1. Provisional hires are personnel hired with the understanding that they will become permanent bargaining unit members at the end of a probationary period of 90 work days. At the end of the 90 work days, the bargaining unit member will receive an evaluation. An unsatisfactory score in any one criteria will result in the bargaining unit member's termination.
2. Provisional hires, during the probationary period, shall waive all rights as stipulated under this contract.
3. Provisional hires, upon completion of the probationary period and gaining the status of permanent bargaining unit member, shall have their seniority rights reverted to their initial date of hire (any such individual shall be reimbursed for sick leave or personal leave time if any occurred during the probationary period, and for which the individual suffered a loss of time).

I. Upgraded Bargaining unit members

1. Bargaining unit members who are upgraded through a new assignment will be considered provisional bargaining unit members in a permanent position for a period of 65 work days.
2. If job performance is satisfactory at the end of 65 work days, he/she will be considered a permanent bargaining unit member (in said position). If job performance is unsatisfactory during the 65 work day

probationary period, the bargaining unit member will be terminated. In such a case, the bargaining unit member would have the opportunity to apply for any open positions within the CCIU for which he/she is qualified, including his/her former position, if it is still available.

J. Subcontracting

1. The Employer and the Association agree that subcontracting is a mandatory subject of bargaining. In no circumstance does the Association relinquish the right to bargain over any subject regarding subcontracting and its impact on the bargaining unit. The Employer and Association agree that during the term of this contract, the Employer shall not subcontract any bargaining unit work without the following:
  - a. The Employer shall notify the bargaining unit in advance that it is considering subcontracting. Said notification shall include all possible groups that would be affected by subcontracting.
  - b. The Employer shall furnish to the Association copies of all information, documents, and requests for proposals generated or considered by the CCIU in the decision of whether to subcontract.
  - c. The Employer shall furnish the Association copies of any and all bids or estimates received from the proposed furnisher of service with respect to subcontracting.
  - d. The Association shall have the right to submit offers to the Employer in competition with the bids received. The Employer shall give full and public consideration to any bids submitted by the bargaining unit.

**ARTICLE II**  
**Grievance Procedure**

A. Definition of Grievance

A grievance is an alleged violation of the meaning, interpretation or application of this agreement.

B. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be maintained in a separate file in the Human Resources office. No documents, communications and/or records dealing with the grievance are to be placed in any bargaining unit member's personnel file.

C. Procedure

The parties agree that grievances, which arise out of the alleged violation of the meaning, interpretation or application of this agreement, shall be resolved in accordance with the grievance procedures as follows:

If a grievance still exists after informal discussion with the appropriate administrator or supervisor, a formal grievance may be invoked on the Grievance Report form which may be obtained from an officer of the Association. The grievant shall have the option to represent himself/herself or to be accompanied by a representative of the Association.

D. Level I Grievance

1. If the matter is not resolved in an informal conference within 20 work days of the occurrence that gave rise to the complaint, then the grievance shall be reduced to writing on the Grievance Report form and submitted to the immediate supervisor or administrator.

2. The immediate supervisor or administrator shall record his/her answer on the Grievance Report form and return it to the bargaining unit member within 10 work days.

3. Appropriate Level I Administrator

▪ Child & Career Development Center	Principal
▪ Satellite locations/programs	Appropriate Supervisor
▪ Teacher Center	Appropriate Administrator
▪ Instructional equipment repair	Supervisor
▪ Duplication operator	Supervisor
▪ Secretary/clerical	Supervisor/Administrator
▪ Bus drivers, van drivers & bus monitors	Appropriate Supervisor
▪ Chester County Technical College High School	
○ Brandywine Campus	Principal
○ Pickering Campus	Principal
○ Pennock's Bridge Campus	Principal
▪ Child care	Appropriate Administrator
▪ Head Start	Supervisor of Head Start
▪ Couriers/utility	Appropriate Administrator
▪ Chester County Learning Center	Principal

E. Level II Grievance - Executive Director

If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within ten work days, the grievance shall be submitted to the executive director. The executive director, or his/her designee, shall hold a conference within ten work days. The executive director shall indicate his disposition of the grievance, in writing on the Grievance Report form, within ten work days after the close of the conference.

F. Level III Grievance – Chester County Intermediate Unit Board of Directors

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition has been made within ten work days of the conference, the grievance shall be submitted to the CCIU Board of Directors (Board) by the filing of the Grievance Report form with the Secretary of the Board through the Office of the Executive Director. The Board, no later than its next regular meeting or two calendar weeks, whichever is later, shall hold a hearing on the grievance, review such grievance in executive session, or give such other considerations as it shall deem appropriate. Disposition of the grievance by the Board shall be made within ten work days of the above action(s).

G. Level IV Grievance - Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the specified period, the grievance may be submitted to binding arbitration, as defined in Section 903 under Act 195. If the Association submits the grievance to binding arbitration, it must be done within 20 work days from the receipt of the Board's decision.

H. Time Limits

The time limits set forth in the grievance procedure may be extended by mutual agreement of the parties, and as set forth in writing.



**ARTICLE III**  
**Rights of Bargaining unit members**

**A. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or to restrict bargaining unit members or the Employer, such rights as either may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws.

**B. Required Meetings or Hearings**

Whenever a bargaining unit member is required to appear before the executive director and/or the Board of Directors concerning a situation that may adversely affect the continuation of that bargaining unit member in his/her position or employment and/or the salary or any increments pertaining thereto, then that bargaining unit member shall be given prior written notice of the reason(s) for such a meeting and/or interview and shall be entitled to have a representative of the Association and the Association's legal counsel present to advise him/her and to represent him/her during such meeting and/or interview.

**C. Suspension of Pay**

A bargaining unit member will not receive his/her salary or wages during a suspension. If all charges causing the suspension are dismissed, the bargaining unit member shall be entitled to, and shall, be paid the full amount.

**D. Just Cause Provision**

No bargaining unit member shall be disciplined, reprimanded, discharged, or reduced in rank without just cause.

**ARTICLE IV**  
**Association Rights and Privileges**

**A. Information**

The Employer shall make available to the Association for inspection all pertinent public records, data and information pertaining to the CCIU.

**B. Released Time for Meetings**

Members of the Association are not permitted to participate in negotiations or grievance proceedings during their normal working hours. If members of the Association need to be present at conferences or meetings, prior approval of the Employer is required.

**C. Use of School Buildings/Equipment/Bulletin Boards**

The Association is permitted to use CCIU buildings, mail facilities, typewriters, word processors, printers, copying machines, and other types of audio-visual equipment. The Association may be assessed a reasonable cost for all materials and supplies incidental to such uses. Prior approval from the appropriate administrator is necessary. The Association shall have a bulletin board in each employee lounge in each school building operated by the CCIU. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

D. Exclusive Rights

The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of the bargaining unit members and to no other organization.

E. Super Seniority

For the purpose of layoff, the president, vice-president, secretary and treasurer of the Association shall be granted top seniority in their respective classification during their respective terms of office

**ARTICLE V**  
**Personal Freedom**

A. Personal Life

The personal life of a bargaining unit member is not an appropriate concern or attention of the Employer, providing it does not give unfavorable publicity to the Employer.

B. Citizenship

Bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member, providing said activities do not violate any local, state or federal law.

**ARTICLE VI**  
**Illness or Disability**

A. Sick Leave

1. All full-time bargaining unit members working 12 months shall be granted 12 days sick leave annually. All other full-time bargaining unit members shall be granted sick leave at the rate of one day per month for each month that they work.
2. Sick leave accrues at the rate of one day per month. Bargaining unit members may only use sick leave that they have earned. Bargaining unit members may use up to five (5) of their accrued sick days per year for the illness of an immediate family member. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative who resides in the same household, or any person with whom the bargaining unit member has made his/her home.
3. Any part-time bargaining unit member with a full-time equivalent greater than .5 (50%) will be granted pro-rated sick leave based on their FTE.

Example for clarification: A 10-month bargaining unit member with a .8 FTE will receive a total of eight (8) sick days during the school year. Each day will be the equivalent to the normal working day of the bargaining unit member.

4. Any unused sick leave will accumulate to the credit of the individual. There will be no restriction in the number of days used in any given fiscal year as long as eligibility exists.

5. Should it be necessary to transfer a full-time bargaining unit member to part-time status, any accrued sick leave will also be transferred intact under the part-time status.

**B. Leave of Absence**

A full-time bargaining unit member who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may petition the Employer for consideration of his/her specific situation.

**C. Notification of Accumulated Sick Leave**

All bargaining unit members shall be given a written accounting of accumulated sick and personal leave no later than the first paycheck of each school year.

**D. Severance at Retirement**

1. All bargaining unit members who retire and who have ten (10) years or more of service with the Employer shall choose to be paid severance at either:
  - a) 75% of their final daily rate for unused sick leave accumulated in the service of the Employer to a maximum of \$5,000; or
  - b) \$100.00 for each year of service with the Employer, including any years of service earned in another district but credited to the bargaining unit member as a result of the "transfer between entities" law.
2. Eligibility for severance is determined by discontinuing employment in the public schools of Pennsylvania under the conditions set forth by the Public School Employees Retirement Board and submission of intent to retire from service at least 60 days prior to the retirement date.

**E. Injury at Work**

1. If a bargaining unit member is injured during the course of employment, the bargaining unit member is entitled to compensation as detailed under the PA Workers Compensation Act. If a bargaining unit member must be absent due to a work injury, sick time will be utilized, if available. Bargaining unit member must be disabled more than seven calendar days (including weekends) before worker's compensation payments for disability are payable. Benefits for time lost from work are payable on the eighth day after injury. Once off for 14 days, worker's compensation will retroactively pay for the first seven days.
2. Once a bargaining unit member meets the workers compensation payment threshold, the bargaining unit member will be credited 2/3 of a sick day per day to their sick day balance, retroactive to injury date. Bargaining unit members who have sick days in their balance are required to utilize 1/3 of a sick day to make their salary whole.

**ARTICLE VII**  
**Temporary Leave of Absence**

**A. Personal Days**

1. Each bargaining unit member who is scheduled to work a minimum of 6.5 hours per day for 5 days per week may be granted two days of personal leave with prior approval of the executive director or his/her designee. Each bargaining unit member who works less than 6.5 hours per day for 5 days per week and with an FTE greater than .5 may be granted (1) day of personal leave with prior approval of

the executive director or his/her designee. One day of personal leave will be equal to one regular work day of the bargaining unit member. Personal leave may be cumulative to a total of five days. Any accrued personal leave days in excess of five days will be converted to sick leave on July 1 of each year. Leave may be granted for specific reasons, such as family health and welfare, necessary business transactions, required attendance at functions that cannot be held at another time, or religious observances. Use of personal days immediately before or following an established period of vacation in the school calendar will not be approved.

2. The written request for personal leave will be submitted in duplicate on a form provided by the Human Resources Office.
3. One week advance notice is necessary unless the leave occurs for emergency reasons. Any bargaining unit member who requests emergency personal leave must contact his/her immediate supervisor to ask permission to use such leave prior to taking the leave.
4. Any exceptional request may be submitted to the executive director for review.
5. For bargaining unit members who are directly involved in the instructional process, the following restrictions will also be observed:
  - a. Except in an absolute emergency, for which specific reason is given, personal leave may not be taken during the first five days of the school year.
  - b. Except in an absolute emergency, for which specific reason is given, personal leave may not be taken during the last ten days of the school year.
  - c. Except in an absolute emergency situation, for which specific reason is given, not more than five percent of the total staff may be on personal leave on any day. Leave requests shall be approved based on the order in which they are received in the Human Resources Office.

#### B. Legal

In the event the Chester County Intermediate Unit requires a bargaining unit member to participate in legal proceedings, time will be given to fulfill this assignment.

#### C. Bereavement - (Full-Time and Part-Time Bargaining unit members)

1. Whenever a bargaining unit member shall be absent from duty because of a death in the immediate family of said bargaining unit member, there shall be no deduction in salary of bargaining unit member for an absence not in excess of three school or work days. The executive director may extend the period of absence with pay. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative who resides in the same household, or any person with whom the bargaining unit member has made his/her home.
2. Whenever a bargaining unit member is absent because of the death of a near relative, there shall be no deduction in the salary of said bargaining unit member for absence on the day of the funeral. The executive director may extend the period of absence with pay. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law and/or sister-in-law.
3. Both parties recognize that there may be a need to extend this leave. Requests for extensions will be submitted to the executive director/Human Resources director for approval.

4. Bereavement days are not cumulative.

D. Jury Leave

Bargaining unit members who are requested to perform jury duty will be granted leave. During the period of leave, they shall receive their regular pay less only the amount they have been reimbursed for such service or duty.

E. Association Leave

Annually, accredited Association officers (not to exceed four in number among them) shall be granted a maximum of three days leave without pay upon one week's notice for Association business. Four days of paid leave shall be granted annually for the Association president (or his/her designee) for Association business.

## ARTICLE VIII Unpaid Leave of Absence

A. Military Leave

1. A military leave of absence shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, the bargaining unit member shall receive the same salary he/she would have had he/she been employed by the CCIU during such period.
2. All benefits to which a bargaining unit member was entitled at the time his/her military leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to him/her upon his/her return as fully as if he/she had never taken said leave, and he/she shall be assigned to a position at the same level as when said leave commenced.

B. Child-Rearing Leave

1. Requesting Leave

A staff member who expects to give birth, or whose spouse will give birth, or who expects to adopt a preschool child, may take child rearing leave of absence without pay and return to employment at the end of the leave period. To request child-rearing leave, the staff member must write to the personnel director and ask for the leave at least 30 days before the proposed date, except in emergency situations. The request must contain the expected date of birth or adoption and cite the expected duration of the leave and the expected return to work date.

2. Length of Leave

- a. Child-rearing leave cannot exceed one year.
- b. Leaves must be a minimum of one quarter of the school year (typically 45 days). Staff members may write to the executive director to request unpaid child rearing leave for less than 45 days.

3. Ending Child-Rearing Leave Early

Staff members may request to have the child-rearing leave end at an earlier date by writing to the Human Resources director at least 30 days before the new ending date. Reinstatement at the earlier date is contingent on the existence of a vacancy.

4. Extending Child-Rearing Leave

Staff members may request to have the leave extended by writing to the Human Resources director.

5. Employer-Paid Benefits while on Child-Rearing Leave

Staff members on child-rearing leave are not considered active CCIU bargaining unit members and are not entitled to any Employer-paid benefits granted active bargaining unit members. Seniority will continue to accrue.

6. Retaining Insurance

Staff members granted child-rearing leave may retain their membership in the CCIU group insurance plans at their own expense, subject to approval by the carrier(s), if they so request before the leave begins. Bargaining unit members must submit payments for insurance premiums at least one month in advance to the Employer. If child-rearing leave begins on or after the start of the fourth quarter of the school year, then the Employer will maintain medical insurance benefits as though the staff member were actively employed through the contract year.

C. Family and Medical Leave

Eligible bargaining unit members are entitled to the provisions of the Family Medical Leave Act in accordance with Employer policy.

**ARTICLE IX**  
**Fringe Benefits**

A. Insurance Opt-Out

1. All full-time bargaining unit members may opt out of the medical and prescription plans and receive an annual payment of \$750 in accordance with the following provisions:
  - a. The \$750 payment will be paid with the last paycheck in June of each year. The payment will be reported as income to the bargaining unit member.
  - b. Bargaining unit members whose spouses are employed by the CCIU may not receive opt out payment in lieu of medical and prescription plans.
2. All full-time bargaining unit members may opt out of the medical, prescription and dental plans and receive an annual payment of \$1,000 according to the following provisions:
  - a. The opt-out payment will be paid with the last paycheck in June of each year. The opt-out payment will be reported as income to the bargaining unit member. The bargaining unit member must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year.
  - b. Bargaining unit members may opt back into the medical plan on the first day of the next month if there is involuntary termination of alternative coverage. The bargaining unit member may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical and dental benefits for full-time bargaining unit members and their eligible dependents.
  - c. Bargaining unit members who are hired during the year, leave the employment of the CCIU, or opt back into the medical and dental plans will receive a pro-rated payment based upon the number of

months for which he/she opted out, divided by 12.

- d. Bargaining unit members must complete a form provided by the Administration to opt out of the medical and dental plans before June 1 of each year for 12-month bargaining unit members and before August 1 of each year for nine- and 10-month bargaining unit members.
- e. Bargaining unit members whose spouses are employed by the CCIU may not receive opt out payments in lieu of medical, prescription and dental plans.

B. Medical Plan Options

The Board will provide health and hospitalization benefits each year of the contract as follows:

1. 2023-2024 Plan Years

- a. The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for full-time bargaining unit members during the length of the agreement. The base plan's deductible will be \$1,500 for the single plan and \$3,000 for all other tiers.
  - i. Bargaining unit member shall contribute three and one-half percent (3.5%) of the premium for the appropriate tier. The Board shall contribute one thousand dollars (\$1,000) into a Health Care Savings Account (HSA) for the single plan and two thousand dollars (\$2,000) into an HSA for all other tiers.
  - ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2023 and the other one-half (1/2) on January 1, 2024. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2023, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. The QHD-HP1 includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply.
  - vi. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the QHD-HP1 plan. Those bargaining unit members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE.
  - vii. Part-time bargaining unit members (0.8 FTE or greater) will receive a pro-rated board contribution amount into the HSA based on FTE.

- b. The Board will provide a second Blue Cross Personal Choice Qualified High Deductible plan as an option for full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, during the length of the agreement. This plan's deductible will be \$2,500 for the single plan and \$5,000 for all other tiers.
  - i. All full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, shall contribute two percent (2%) of the premium for the appropriate tier. The Board shall contribute five hundred dollars (\$500) into a Health Care Savings Account (HSA) for the single plan and one thousand dollars (\$1,000) into an HSA for all other tiers for all bargaining unit members.
  - ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2023 and the other one-half (1/2) on January 1, 2024. For any bargaining unit member switching to this Qualified High Deductible plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2023, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. This second high deductible plan includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply.
- c. The Board will offer bargaining unit members the option to buy up to the Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage.
  - i. Full-time bargaining unit members shall contribute sixteen percent (16%) of the premium for the appropriate tier.
  - ii. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the C3-F3-O2 plan. Those bargaining unit members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE.

## 2. 2024-2025 Plan Years

- a. The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for full-time bargaining unit members. The base plan's deductible will be \$1,500 for the single plan and \$3,000 for all other tiers.
  - i. Bargaining unit member shall contribute four percent (4.0%) of the premium for the appropriate tier. The Board shall contribute one thousand dollars (\$1,000) into a Health Care Savings Account (HSA) for the single plan and two thousand dollars (\$2,000) into an HSA for all other tiers.



- ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2024, and the other one-half (1/2) on January 1, 2025. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2024, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. The QHD- HP1 includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply.
  - vi. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the QHD-HP1 plan. Those bargaining unit members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE.
  - vii. Part-time bargaining unit members (0.8 FTE or greater) will receive a pro-rated board contribution amount into the HSA based on FTE.
- b. The Board will provide a second Blue Cross Personal Choice Qualified High Deductible plan as an option for full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, during the length of the agreement. This plan's deductible will be \$2,500 for the single plan and \$5,000 for all other tiers.
- i. All full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, shall contribute two percent (2%) of the premium for the appropriate tier. The Board shall contribute five hundred dollars (\$500) into a Health Care Savings Account (HSA) for the single plan and one thousand dollars (\$1,000) into an HSA for all other tiers for all bargaining unit members.
  - ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2024 and the other one-half (1/2) on January 1, 2025. For any bargaining unit member switching to this Qualified High Deductible plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2024, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. This second high deductible plan includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply

- c. The Board will offer bargaining unit members the option to buy up to Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage.
  - i. Full-time bargaining unit members shall contribute sixteen and one-half percent (16.5%) of the premium for the appropriate tier.
  - ii. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the C3-F3-O2 plan. Those bargaining unit members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE

### 3. 2025-2026 Plan Years

- a. The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for full-time bargaining unit members. The base plan's deductible will be \$1,500 for the single plan and \$3,000 for all other tiers.
  - i. Bargaining unit member shall contribute four percent (4.0%) of the premium for the appropriate tier. The Board shall contribute seven hundred and fifty dollars (\$750) into a Health Care Savings Account (HSA) for the single plan and one thousand five hundred dollars (\$1,500) into an HSA for all other tiers.
  - ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2025, and the other one-half (1/2) on January 1, 2026. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2025, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
    - 1. Bargaining unit members whose own HSA contribution in the 2025-2026 school year is equivalent to or exceeds the board's contribution of seven hundred fifty (\$750) dollars for the single plan or fifteen hundred (\$1500) dollars for all other tiers shall receive an additional amount of two hundred fifty (\$250) dollars for single and five hundred (\$500) dollars for all others tiers into the HSA by the Board. The Board shall contribute those amounts respectively by June 30, 2026.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. The QHD- HP1 includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply.
  - vi. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the QHD-HP1 plan. Those bargaining unit

members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE.

- vii. Part-time bargaining unit members (0.8 FTE or greater) will receive a pro-rated board contribution amount into the HSA based on FTE.
- b. The Board will provide a second Blue Cross Personal Choice Qualified High Deductible plan as an option for full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, during the length of the agreement. This plan's deductible will be \$2,500 for the single plan and \$5,000 for all other tiers.
  - i. All full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, shall contribute two percent (2%) of the premium for the appropriate tier. The Board shall contribute five hundred dollars (\$500) into a Health Care Savings Account (HSA) for the single plan and one thousand dollars (\$1,000) into an HSA for all other tiers for all bargaining unit members.
  - ii. The Board shall make one-half (1/2) of the aforementioned HSA contribution on July 1, 2025 and the other one-half (1/2) on January 1, 2026. For any bargaining unit member switching to this Qualified High Deductible plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on July 1, 2025, or the appropriate pro-rated portion based on date of hire.
  - iii. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
  - iv. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
  - v. This second high deductible plan includes prescription drug coverage up to the deductible, then the co-pays described in Article IX, C apply
- c. The Board will offer bargaining unit members the option to buy up to Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage.
  - i. Full-time bargaining unit members shall contribute seventeen percent (17%) of the premium for the appropriate tier.
  - ii. Part-time bargaining unit members with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to select the C3-F3-O2 plan. Those bargaining unit members will be responsible for any monthly costs for medical coverage in excess of the pro-rated Employer share based on the bargaining unit member's FT
- 4. If a bargaining unit member's spouse is employed and their employer pays more than seventy-five (75%) of the cost of the employer's premium cost for individual coverage, the spouse shall not be eligible to participate in the CCIU's medical benefits.

C. Prescription Drug Coverage

For full-time bargaining unit members enrolling in the C3-F3-O2 medical plan for the 2023-24 school year, the bargaining unit member will pay 16% of the cost of a prescription plan for the appropriate tier. For the 2024-25 school year, the full-time bargaining unit member will pay 16.5% of the cost of a prescription plan for the appropriate tier. For the 2025-26 school year, the full-time bargaining unit member will pay 17% of the cost of a prescription plan for the appropriate tier. Part-time bargaining unit members with a 0.8 FTE or greater will be responsible for any monthly costs for prescription drug coverage in excess of the pro-rated Employer share based on the bargaining unit member's FTE.

The plan will provide for a \$5 co-pay for all generic drugs, \$15 for brand name (if a generic is not available) and \$25 for non-preferred. If a drug is available in generic form, but the member chooses to purchase a brand name drug instead of the generic, they will be charged \$40. The plan requires mandatory mail order for all maintenance drugs after the 3<sup>rd</sup> fill (original fill + 2 refills). Specialty drugs must be filled at a specialty pharmacy. The selection of the carrier is the prerogative of the Employer.

D. Medical and Prescription Drug Benefits for Part-Time Bargaining unit members

1. Each part-time bargaining unit member with a full-time equivalent (FTE) percentage of 0.8 (80%) or greater shall be entitled to selected medical and prescription drug coverage from the options listed above, subject to the cost structures set forth in Section B above.
2. Insurance contributions for all part-time, non-salaried bargaining unit members will be deducted over 19 pays beginning with the September 30 paycheck through the June 30 paycheck.
3. Bargaining unit members will be billed for any health insurance contributions not withheld from their paycheck. Failure to make payment within 30 days of billing shall result in termination of health benefits and may render the bargaining unit member/dependents ineligible for future coverage through the IU.

E. Payroll Deductions for Health Benefits

Section 125 of the IRS Code allows payroll deductions for health benefits to be excluded from FICA, Medicare, and federal taxable wages. Deductions will be withheld on a pre-tax basis. This provides a tax savings to the individual exempting it from FICA and Medicare taxes and a federal tax savings based on the individual's federal tax rate. The Commonwealth of Pennsylvania also allows Section 125 deductions to be excluded from PA state wages.

F. Flexible Benefit Plan

All full-time bargaining unit members are eligible to participate in the Employer's flexible benefit plan. This plan will allow bargaining unit members to put aside funds on a pre-tax basis to pay for dependent care or out-of-pocket medical expenses for you and your eligible dependents on a pre-tax basis.

G. Life Insurance (Full-Time Bargaining unit members)

The Employer agrees to provide each full-time bargaining unit member covered under this agreement group term life insurance. The amount of coverage the Employer will provide will be the greater amount: either \$20,000 or the bargaining unit member's annual salary rounded to the nearest \$1,000. The selection of the carrier will be the prerogative of the Employer. Individuals will have the option to purchase an additional \$20,000 of term life insurance contingent on stipulations by the carrier.

H. Disability Insurance (Full-Time Bargaining unit members)

The Employer agrees to provide long-term disability insurance to all full-time bargaining unit members beginning on the 31st day of sickness and/or accident, or when all accrued sick leave is used, whichever occurs later. This insurance pays up to 66 2/3% of a bargaining unit member's salary up to a maximum of \$5,000 per month. The bargaining unit member's salary for this benefit is calculated by dividing the bargaining unit member's annual salary by 12 months. The selection of the carrier will be the prerogative of the Employer.

I. Description to Bargaining unit members

The Employer will provide a summary description of insurance to the bargaining unit members no later than November 1 of each year.

J. Compensation for Loss or Damage to Prescription Eyeglasses

The Employer agrees to provide compensation to bargaining unit members for damage to prescription eyeglasses caused by a student from CCIU classes during the bargaining unit member's work hours. When such an incident occurs, the principal/administrator must be notified within 24 hours of the incident and he/she will authorize replacement and/or repair of prescription eyeglasses.

K. Dental Insurance

The Employer will pay 100% of the cost for a basic dental plan for all full-time bargaining unit members and his/her eligible dependents. In addition to the Basic Plan, the bargaining unit member is eligible to purchase supplemental coverage, which includes an orthodontic rider. The Employer will pay 90% of the cost, with the remainder paid by the bargaining unit member. Part-time bargaining unit members at .8 FTE or greater may purchase group dental insurance at their cost. The selection of the carrier for this coverage will be the prerogative of the Employer.

Any bargaining unit member, who wants to make changes to his/her dental insurance plan, shall make the change during the annual open enrollment period.

L. Vision Insurance

The Employer agrees to pay the premium for full-time staff members who elect to be enrolled in an individual vision plan. A bargaining unit member opting to purchase the vision plan covering his/her family must do so for a minimum of two years. Part-time staff at .8 FTE or greater may purchase group vision insurance at their cost.

M. Tuition Reimbursement

The Employer will reimburse full-time bargaining unit members, and part-time bargaining unit members with a 0.8 FTE or greater, up to 100% of the cost of credits up to twelve credits annually, July 1 through June 30, for tuition paid by the bargaining unit member, but never to exceed the actual amount paid, subject to the following limitations:

1. Pre-approval is required for all tuition reimbursement requests. Bargaining unit members are required to submit pre-approval requests electronically through My Learning Plan.
2. Courses must be related to the bargaining unit member's current or anticipated assignment with CCIU. They must focus upon improving or maintaining current skills, developing new skills within the area of employment, or meeting mandatory certification requirements.

3. Courses must be taken with institutions that are recognized by the Pennsylvania Department of Education as accrediting agencies as listed in the current edition of the Higher Education Directory. Traditional classroom courses, satellite/distance learning courses, and Internet courses with accredited institutions are eligible for tuition reimbursement. Appropriate undergraduate and/or graduate-level courses are eligible for tuition reimbursement. No tuition reimbursement will be approved for videotape, CD and/or DVD format courses.
4. Upon successful completion of the pre-approved course, bargaining unit members must submit to the Human Resources office a transcript or official grade report, and a receipt for tuition payment. Successful completion of a course, for the purpose of tuition reimbursement, is defined as a grade of "C" or higher (a 2.0 on a 4.0 scale), or a "Pass" in a pass/fail system. No tuition will be reimbursed for courses with a final grade of "C-" or below.
5. The bargaining unit member receiving tuition reimbursement must continue in service for one (1) year after receiving reimbursement for the preceding semester.
6. Approval for tuition reimbursement shall expire if evidence of satisfactory course completion and tuition paid is not received in the Human Resources office within six (6) months following the date of the conclusion of the course.
7. The Employer reserves the right to determine whether or not the course is applicable for reimbursement.

N. Self-Insurance

The Employer shall have the right to self-insure any type of fringe benefit, or to select or change carriers for any benefit provided under Article IX of this agreement.

O. Excise Tax

If at any time during the term of this contract or before a successor contract is reached, it becomes known to the Board that any of the healthcare plans provided by the board to bargaining unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and the Association agree to the following:

- a. To meet six months prior to plan implementation to select a new health care plan for bargaining unit members that will not be subject to the excise tax and to eliminate the health care plan(s) for bargaining unit members that will incur the excise tax.
- b. If the Board and the Association cannot mutually agree upon a new plan within 30 days, both parties agree to expedite arbitration and both parties agree to accept the plan, recommended by arbitration, that does not incur the excise tax. The cost of the arbitration will be shared equally between the Board and the Association.

P. Qualified High Deductible Health Plan

If, at any time during this contract or before a successor contract is executed, it becomes known to the Board that the High Deductible Health Plans offered will no longer be a Qualified High Deductible Health Plan, then the Board and the Association agree to the following:

- a. To bargain a plan for bargaining unit members that does meet the criteria of a Qualified High Deductible Health Plan.

- b. If the Board and the Association cannot mutually agree upon a new plan within thirty (30) days, both Parties agree to expedited arbitration and both Parties agree to accept the plan chosen by the arbitrator. The cost of the arbitrator will be shared equally between the Employer and the Association.

## **ARTICLE X**

### **Other Conditions of Employment**

#### **A. Request for Transfer**

Requests by a bargaining unit member for transfer to a different building or position shall be made in writing to the director of Human Resources and the bargaining unit member's division director. One copy shall also be filed with the Association president. The written request shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. When filling vacancies, current bargaining unit members will be given consideration in line with their qualifications.

#### **B. Notification of Vacancies**

1. Bargaining unit members will be notified of all existing vacancies. Before the positions are filled, vacancies will be posted on the Chester County Intermediate Unit Website. Vacancies will be posted on the CCIU Website for 10 work days and the Association will be notified. Current bargaining unit members who apply will be given consideration in line with their qualifications.
2. During the period of August 15 through the end of the first instructional week of September of the same school year, the administration has the right to fill any instructional assistant, child care specialist, child care assistant, child care aide, van driver, bus driver, bus aide, lead cafeteria worker, cafeteria worker, registered nurse and licensed practical nurse vacancies as they occur without meeting the posting requirements of the contract.

#### **C. Involuntary Transfers**

Before any transfer is made, a meeting shall be held between the affected person and his/her supervisor. At least ten days before such transfer takes effect, a meeting shall be held giving reasons for the transfer. If the person is not satisfied, he/she may appeal the transfer, in writing, within 10 working days to the executive director. The executive director shall consider the appeal and render his/her decision in writing. If the bargaining unit member is dissatisfied with the executive director's decision, the Association, on behalf of the bargaining unit member, may appeal the decision to the Employer. The Employer shall consider such request and reply after its regular monthly meeting. In an emergency situation, or for disciplinary reasons, a bargaining unit member may be immediately transferred to another position or job site by the executive director.

#### **D. Layoff and Furlough**

1. Should a layoff or furlough be necessary, the Employer agrees that for those bargaining unit members under consideration for such action, the following steps will be taken:
  - a. Bargaining unit members to be laid off or furloughed will be determined by seniority, with the most recently hired bargaining unit member being the first to be laid off or furloughed.
  - b. Part-time bargaining unit members in each job classification shall be considered as a separate job classification than full-time bargaining unit members in the same job classification. Seniority for part-time bargaining unit members shall accrue at the rate of one-half (1/2) year of seniority for each continuous year of employment. A full-time bargaining unit member who transfers to a part-

time classification shall retain his/her classification seniority. A part-time bargaining unit member who transfers to a full-time classification shall retain his/her seniority.

2. Job classifications are as follows:

**a. Maintenance/Custodial**

- (1) Maintenance A
- (2) Maintenance B
- (3) Master Custodian
- (4) Custodian

**b. Transportation**

- (1) Bus Driver
- (2) Van Driver
- (3) Courier
- (4) Bus Aide

**c. Classroom Support**

- (1) Sr. Water Safety Instructor
- (2) Instructional Assistants
- (3) Child Care Assistant

**d. Student Support Staff**

- (1) Behavior Mentor
- (2) Job Coach

**e. Technicians**

- (1) Computer
- (2) Bench
- (3) Head Hardware
- (4) Hardware

**f. Cafeteria**

- (1) Head Cook
- (2) Cafeteria Worker

**g. Medical**

- (1) Bachelor of Science in Nursing
- (2) Registered Nurse
- (3) Licensed Practical Nurse

**h. Office Staff**

- (1) Principal Secretary
- (2) Bookkeeper/Secretary
- (3) Secretary
- (4) CCIS Provider Specialist
- (5) CCIS Family Engagement Specialist
- (6) Registrar
- (7) Technical Reader



- (8) Logistics Processing Support
- (9) Student Services Specialist
- (10) Receptionist
- (11) Duplicator Operator
- (12) Mailroom Clerk/Duplicator Operator
- (13) Project Ask Clerk

**i. Communication**

- (1) Braille Transcriptionist
- (2) Captionist
- (3) Communication Facilitator

**j. Interpreters**

**k. Foreign Language Interpreters**

- 3. Seniority shall be computed in total days of employment within the general job classification from the date of Employer approval or initial day in the position, whichever occurred first.
- 4. When a bargaining unit member is demoted, the bargaining unit member shall continue to accrue seniority as if there had been no demotion. Seniority shall be broken only for resignation, retirement or lawful discharge.
- 5. No new bargaining unit member shall be hired until all bargaining unit members on layoff status in the job classification who desire to return to work and who are qualified to perform said work have been offered the position. The bargaining unit member who has been laid off or furloughed must notify the Administration in writing by July 1 of each year of his/her availability to work.
- 6. Bargaining unit members to be laid off shall be given written notice at least ten days prior to the effective date of the layoff.
- 7. A bargaining unit member in a lower-rated position within a job classification may not "bump" a less senior member who is assigned to a higher rated position within the same job classification. The level of a position shall be determined by the maximum salary for secretaries, bookkeepers, receptionists and clerks.
- 8. Bargaining unit members who "bump" into a lower rated position must possess the minimum qualifications as outlined in the job description.

**E. Additional Assignments**

Any assignments in addition to the normal work schedule during the regular work year shall not be obligatory, but shall be with the consent of the bargaining unit member. Such assignments shall commence in the order of seniority within department by classification. Bargaining unit members who substitute in a position, which is compensated at a higher rate than their regular position, will be paid at the higher rate while substituting in the vacant position.

**F. Overtime Pay**

- 1. Positions that are vacant due to a regular bargaining unit member's temporary absence or leave, shall be filled by substitute personnel whenever possible in order to conduct the duties of the regular bargaining

unit member. Regular bargaining unit members who are asked to work overtime will be paid in accordance with the Fair Labor Standards Act with the following exceptions:

- a. Bargaining unit members who work in excess of eight hours per day will be compensated at the rate of one and one-half times their hourly rate.
- b. Bargaining unit members called to work on a Saturday, Sunday, holiday or vacation who are not regularly scheduled to work on these days shall be compensated at one and one-half times their hourly rate for any hours worked. They shall also be guaranteed a minimum of two hours work for this service. In the event the school calendar needs to be adjusted due to school cancellations and a previously scheduled holiday(s) is included as a snow make-up day, the administration agrees to meet and discuss with the association the rescheduling of the holiday(s). In these instances, overtime will not be paid to bargaining unit members if the holiday(s) is given at a later time.
- c. Bargaining unit members called back to work after they have returned home shall be guaranteed a minimum of two hours work for this service.
- d. Bargaining unit members\* called to work after they have returned home shall be paid mileage at the prevailing IRS rate for the second trip to and from work on any given day.

**\*Please note exceptions:**

- Bargaining unit members who are employed on a regular basis to work within more than one job classification in order to obtain full-employment status (for example, a van driver/instructional assistant) will be paid at the hourly rate of each of the respective classifications.
- Bargaining unit members who have regularly scheduled staff meetings after their regular work hours will not qualify for time and a half unless the total number of hours worked that day exceeds eight (8) hours. They will not be guaranteed a minimum of two (2) hours and if they choose to go home and return to work, they will not be paid mileage.

**G. Personnel Files**

1. A bargaining unit member shall have the right, upon request, to review his/her personnel file and receive copies at his/her own expense of any documents contained therein. A bargaining unit member shall be entitled to have a representative of the Association accompany him/her during such review.
2. No material derogatory to any bargaining unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material.
3. Each bargaining unit member shall have the right to examine periodically the contents of his/her personnel file. A bargaining unit member shall have the right to submit a statement concerning any material in his/her file and such statements shall then become a part of the file. The employer agrees that any unsigned, non-investigated and unsubstantiated complaint letters received on bargaining unit members will not become a part of their personnel records. The Employer, when disciplining any bargaining unit member, shall not use or make reference to material contained in personnel records that is more than two years old, unless such material is used to show a pattern. If a bargaining unit member is disciplined and subsequently exonerated and the disciplinary action is rescinded, all material pertaining to the disciplinary action shall be removed from the bargaining unit member's file.
4. Any training pertinent to the bargaining unit member's position taken voluntarily by the bargaining unit member may be made a matter of record in the bargaining unit member's personnel file. The information shall be submitted in duplicate on a form agreed upon by the Association and the Employer. One copy will be placed in the bargaining unit member's file and one copy will be forwarded to the executive director for his/her information. Copies of transcripts, certificates,

diplomas, etc. will be supplied by the bargaining unit member. The filing of this information is at the discretion of the bargaining unit member.

H. Required Physical Examination

1. The Employer will pay 100% of the cost for any physical examination that the Employer requires of any bargaining unit member. The Employer reserves the right to select the physician.
2. The Employer agrees to pay each bargaining unit member his/her reimbursable expenses within 45 working days of the receipt of a request for reimbursement.

I. Contract Printing and Distribution

This agreement shall be printed at the expense of the employer within 30 days after the agreement is signed. Copies of the agreement shall be given to all current bargaining unit members covered by the agreement. The Association shall be given ten printed copies. New bargaining unit members shall receive a copy of the current contract from the employer at the time of sign-up.

J. Health Services/Dispensing Medication

1. No unlicensed or non-certified bargaining unit member shall be required to provide any service that by law, regulation or policy must be performed by a certified or licensed professional, including: the dispensing of medication, and/or the treatment and/or diagnosis of any illness, disability or injury unless under the direct supervision of the school nurse.
2. An bargaining unit member who is qualified to administer medication and who is temporarily substituting for a professional or certified bargaining unit member may be required to administer medication to a student under the following three conditions:
  - a. When a school nurse is unavailable;
  - b. With a signed parental consent to administer medication form; and,
  - c. With written directions from a physician.
3. No unlicensed bargaining unit member shall be required to perform gastrostomy feeding without individual training by the school nurse. The school nurse is required to instruct all staff working with new students on proper feeding techniques and to monitor staff progress until a comfort or competency level is achieved.
4. The Employer shall indemnify the staff member.

**ARTICLE XI**

**Paid Holidays and Vacations**

(Clerical, Secretarial, Custodial and Maintenance Bargaining unit members)

A. Paid Holidays (Full-time, 12-month bargaining unit members)

1. The Employer reserves the right to modify, change or cancel any of the approved holidays due to a weather emergency, snow make-up day, or other unforeseen emergency. The Employer agrees to meet and discuss with the Association the process for rescheduling holidays for bargaining unit members affected by the change.
2. The following holidays will be observed by full-time, 12-month bargaining unit members:

Independence Day.....	1 day
(plus day preceding if Independence Day is on Tuesday or day following if Independence Day is on Thursday)	
Labor Day .....	1 day
Thanksgiving Day and day following.....	2 days
Christmas .....	2 days
New Year's Day .....	1 day
Martin Luther King Day .....	1 day
Midwinter Break .....	1 day
Good Friday .....	1 day
Memorial Day .....	1 day
Juneteenth .....	1 day

3. If a bargaining unit member is on sick leave when an above holiday is observed, it will not be counted as sick leave.

**B. Vacation** (Full-time, 12-month bargaining unit members)

1. Vacation will be earned on a monthly basis with only previously earned vacation eligible for use.
2. Vacation will be earned as follows:

<u>From</u>	<u>To</u>	<u>Rate Earned Per Month Worked/ Annual Equivalent</u>
Date of hire	1st anniversary (12th month)	.416 (1 week)
Year 2 (13th month)	Year 4 (48th month)	.84 (2 weeks)
Year 5 (49th month)	Year 9 (108th month)	1.25 (3 weeks)
Year 10 (109th month)		1.67 (4 weeks)

3. Adult transportation bus monitors who work 260 days and six or more hours per day, shall receive vacation leave on a pro-rata basis. To determine the pro-rata multiplier, vacation leave will be based upon number of daily hours worked, divided by 7.5
4. A staff member may accumulate up to twice his/her annual vacation allotment.
5. The Employer and the Association agree to meet to determine the ability for support staff to sell back up to five (5) vacation days annually.

## **ARTICLE XII**

### **Pay Rates, Hours and Wages**

**A. Beginning Pay Rate**

Beginning pay rates in all positions will be negotiated between bargaining unit member and employer at the time of hire, commensurate with experience and qualifications.

**B. Pay Rate Schedules**

Effective July 1, 2023, all classes of bargaining unit members belonging to the bargaining unit will be paid according to the following pay rate schedules:

<b>Bus Aide</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$14.48		\$14.48		\$14.77

<b>Cafeteria Worker</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$14.48		\$14.48		\$14.77
2	\$15.51		\$15.51		\$15.82

<b>Child Care Assistant</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$15.63		\$15.63		\$15.95
2	\$16.53		\$16.53		\$16.86

<b>Computer Hardware Technician</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$28.84				
2	\$29.05		\$29.05		\$29.63
3	\$29.43		\$29.43		\$30.02
4	\$30.21		\$30.21		\$30.82
5	\$30.96		\$30.96		\$31.58

<b>Courier</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$15.63		\$15.63		\$15.95
2	\$16.45		\$16.45		\$16.78

<b>Custodian</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$18.46				
2	\$19.56		\$19.56		\$19.95
3	\$20.63		\$20.63		\$21.04
4	\$21.34		\$21.34		\$21.77

<b>Duplicator Operator</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$17.74		\$17.74		\$18.10
2	\$18.66		\$18.66		\$19.04

<b>Head Cook</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$18.27		\$18.27		\$18.64
2	\$19.28		\$19.28		\$19.67

<b>Head Hardware Technician</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$30.23				
2	\$30.40		\$30.40		\$31.01
3	\$30.75		\$30.75		\$31.37
4	\$31.57		\$31.57		\$32.20
5	\$32.32		\$32.32		\$32.97

<b>Instructional Assistant</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$16.54				
2	\$18.35		\$18.35		\$18.72
3	\$20.16		\$20.16		\$20.57
4	\$21.97		\$21.97		\$22.41
5	\$23.78		\$23.78		\$24.26

<b>Maintenance A</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$31.44				
2	\$33.19		\$33.19		\$33.86
3	\$34.49		\$34.49		\$35.18

<b>Maintenance B</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$24.71				
2	\$26.23		\$26.23		\$26.76
3	\$27.05		\$27.05		\$27.59

<b>Master Custodian</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$21.08				
2	\$22.19		\$22.19		\$22.63
3	\$23.27		\$23.27		\$23.73
4	\$23.97		\$23.97		\$24.45

<b>Project Ask Clerk</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$15.75		\$15.75		\$16.06
2	\$16.61		\$16.61		\$16.94

<b>Van Driver</b>					
Step	2023-24 Hourly Rate		2024-25 Hourly Rate		2025-26 Hourly Rate
1	\$15.63		\$15.63		\$15.95
2	\$16.45		\$16.45		\$16.78

C. Placement on Wage Schedules (For All Job Classifications Listed in XII, B)

1. Initial Placement

New hires will be placed on a “step” based upon their prior experience, as determined by the administration.

2. Advancement

- a. For the 2023-24 school year, all bargaining unit members remain on the same step as the 2022-23 school year.
- b. For the 2024-25 school year, all bargaining unit members will move one step on the wage schedule regardless of hire date or days worked.
- c. For the 2024-25 school year, full-time bargaining unit members on the top step will receive a \$1,000 bonus (non-PERS eligible) to be paid with the September 15, 2024 pay. For part-time bargaining unit members, the bonus will be pro-rated based on FTE.
- d. For the 2025-26 school year, new bargaining unit members who have worked a minimum of one-half (1/2) of their work year shall be advanced one step on the wage schedule on July 1 of the subsequent school year.
- e. For the 2025-26 school year, new bargaining unit members who have worked less than one-half (1/2) of their work year shall remain on the same step until July 1 of the following school year.

- f. For the 2025-26 school year, bargaining unit members in their second year of employment, and beyond, shall advance one step on the wage schedule until they reach the top step of the salary schedule.

D. Scale Positions (formerly Hay)

- 1. All other support staff positions not listed under XII, B will have their position evaluated and placed onto the scale levels.
- 2. The scale levels for bargaining unit members in the positions in XII, D, shall be administered as follows:

- a. Initial Placement

The scale range for bargaining unit members will be from 80% to 120% of the range based upon prior experience, as determined by the administration.

- b. Advancement

- i. New bargaining unit members who have worked a minimum of one-half (1/2) of their work year shall be eligible for an increase on July 1 of the subsequent school year, provided they meet expectations.
  - 1. In the 2023-24 school year, the pay increase will be 3%.
  - 2. In the 2024-25 and 2025-26 school years, the pay increase will be 3%, plus a maximum accelerator of 1.5% for bargaining unit members under 100% of the target scale level.
- ii. New bargaining unit members who have worked less than one-half (1/2) of their work year shall remain on the same percentage of position scale level until July 1 of the following school year.
- iii. Bargaining unit members in their second and subsequent years of employment will progress on the scale level provided they meet expectations. Movement will be 3% each year plus a maximum accelerator of 1.5% for bargaining unit members under 100% of the target scale level.

- c. Position Re-Evaluation

- i. Bargaining unit members who believe their position responsibilities have increased by 15% or more, may request a re-evaluation of their position. This may be accomplished by submitting a revised job description (approved by the division director) to the Human Resources director along with a written request for a re-evaluation of their position. Requests must be submitted by June 1 for consideration for a July 1 increase and by December 1 for consideration for a January 1 increase.
- ii. The bargaining unit member will be notified of the outcome of the re-evaluation of their position within 30 days of the written request.

- d. Scale Levels



### 2023-24 Scale Levels

<b>Level</b>	<b>Positions</b>	<b>2023-24 Min Level</b>	<b>2023-24 Target Level</b>	<b>2023-24 Max Level</b>
9	Document Imaging Clerk, Receptionist	\$18.57	\$23.22	\$27.86
10	Clerk, Communication Facilitator, Financial Secretary, Reception/Customer Svs Coord, Receptionist/Secretary, Secretary, Student Svcs. Specialist, TC External Support Svcs.	\$20.24	\$25.30	\$30.36
11	Bookkeeper, Bookkeeper/Secretary, CCIS Family Engagement Spec., CCIS Provider Specialist, Job Coach, LPN, Registrar, Principal Secretary, Technical Reader	\$22.33	\$27.91	\$33.50
12	Behavior Mentor, Braille Transcriptionist, Foreign Language Interpreter, Interpreter, PNP Secretary	\$25.02	\$31.28	\$37.54
13	Registered Nurse/RN	\$28.21	\$35.26	\$42.31
14	BSN	\$31.38	\$39.22	\$47.07

**2024-25 Scale Levels**

<b>Level</b>	<b>Positions</b>	<b>2024-25 Min Level</b>	<b>2024-25 Target Level</b>	<b>2024-25 Max Level</b>
9	Document Imaging Clerk, Receptionist	\$19.13	\$23.91	\$28.70
10	Clerk, Communication Facilitator, Financial Secretary, Reception/Customer Svs Coord, Receptionist/Secretary, Secretary, Student Svcs. Specialist, TC External Support Svcs.	\$20.84	\$26.06	\$31.27
11	Bookkeeper, Bookkeeper/Secretary, CCIS Family Engagement Spec., CCIS Provider Specialist, Job Coach, LPN, Registrar, Principal Secretary, Technical Reader	\$23.00	\$28.75	\$34.50
12	Behavior Mentor, Braille Transcriptionist, Foreign Language Interpreter, Interpreter, PNP Secretary	\$25.78	\$32.22	\$38.66
13	Registered Nurse/RN	\$29.05	\$36.31	\$43.58
14	BSN	\$32.32	\$40.40	\$48.48

### 2025-26 Scale Levels

Level	Positions	2025-26 Min Level	2025-26 Target Level	2025-26 Max Level
9	Document Imaging Clerk, Receptionist	\$19.70	\$24.63	\$29.56
10	Clerk, Communication Facilitator, Financial Secretary, Reception/Customer Svs Coord, Receptionist/Secretary, Secretary, Student Svcs. Specialist, TC External Support Svcs.	\$21.47	\$26.84	\$32.20
11	Bookkeeper, Bookkeeper/Secretary, CCIS Family Engagement Spec., CCIS Provider Specialist, Job Coach, LPN, Registrar, Principal Secretary, Technical Reader	\$23.69	\$29.61	\$35.54
12	Behavior Mentor, Braille Transcriptionist, Foreign Language Interpreter, Interpreter, PNP Secretary	\$26.55	\$33.19	\$39.82
13	Registered Nurse/RN	\$29.92	\$37.40	\$44.88
14	BSN	\$33.29	\$41.61	\$49.93

#### E. Unsatisfactory Evaluation

A bargaining unit member who receives an unsatisfactory evaluation will not receive a pay increase for the subsequent school year. In the year following a final satisfactory evaluation, the member will return to his/her appropriate pay. A bargaining unit member in danger of receiving an unsatisfactory final evaluation (except for disciplinary cause) shall be notified by his/her supervisor no less than 50 working days prior to his/her final evaluation. An improvement plan to help the bargaining unit member improve his/her performance will be established and implemented no later than 40 working days prior to his/her final evaluation.

#### F. Pay Periods

Bargaining unit members will be paid in 24, 26, or 27 pay periods. Bargaining unit members whose service is restricted to the instructional program, and completed in nine or ten months, will have the option to receive a lump sum payment with their last paycheck in June. This request for lump sum payment must be made in writing by May 15 of each year.

#### G. Swimming Pool Manager

The swimming pool manager will be paid \$750 for his/her responsibility above the amount paid for his/her services as an instructional assistant.

H. Location Restriction Instructional Assistants

Location restriction instructional assistants will be paid \$750 in addition to their base pay.

I. Transportation Instructional Assistants

Transportation instructional assistants will be paid \$750 in addition to their base pay. This assignment may require additional time before and/or after school; and, will involve two additional days of service, which may be scheduled before and/or after the regular school year.

J. Night Lead Custodians

Night lead custodians will receive a supplement of \$5 per Diem for additional duties to be performed beyond those required for custodian positions.

K. Merit Pay

Merit pay will be available to all support staff with a .75 FTE or greater. Merit pay is available up to 4% of salary based on the support staff bargaining unit member's end-of-year evaluation.

L. Training

The Employer will provide training for all support staff to meet the goal of achieving Highly Qualified status in all classifications.

M. Work Days

1. The number of work hours per work day for full-time bargaining unit members shall be as follows:

<u>Position</u>	<u>Hours Per Day</u>
Instructional Assistants, Sr. Water Safety Instructors, Braille Transcriptionists, Captionists, Communication Facilitators, Foreign Interpreters and Interpreters	7.5
Custodians, maintenance and couriers	8.0
Bus and van drivers, bus aides, head cooks and cafeteria workers	7.25
Secretaries, Receptionist, Clerks, Bookkeepers, Technicians, Duplication Operators, LPN's, RN's, Child Care Assistants, Behavior Mentors, and Job Coaches	7.5

N. Work Years

1. The number of work days per work year for full-time bargaining unit members who work less than 12 months shall be as follows:

<b>Position</b>	<b>Days per Work Year</b>
Instructional Assistant Preschool Special Education	175
Instructional Assistant Preschool Special Education (new hire)	176
Bus Driver, Van Driver, Courier, Bus Aide Head Cook, Cafeteria Worker Job Coach Braille Transcriptionist, Captionist, Communication Facilitator Interpreters Foreign Interpreters	180
Child Care Assistants	182
Bachelor of Science in Nursing, Registered Nurse, Licensed Practical Nurse	184
Instructional Assistant, Senior Water Safety Instructor	185
Instructional Assistant, Senior Water Safety Instructor (new hire)	186
Behavior Mentor	190, 210 or 225 depending on program

2. Notification of the beginning date of each school year will be provided to transportation and cafeteria personnel by August 20 of each year.
3. The work year for full-time, 12-month bargaining unit members will be based upon 260 days.
4. The Preschool Special Education program stretch calendar shall be approved annually by the Employer.

O. Summer Hours

1. Custodial and maintenance personnel will work 7 and 1/2 hours per day beginning the first Monday after the final student day of the school year and continuing to, and including, the Friday before the first regular teacher day of the school year.
2. Custodial and maintenance personnel may be assigned to work a day-time shift during the summer, provided two-weeks notice is given to the bargaining unit member.

3. All other 12-month service personnel shall work a flexible summer schedule as determined annually by the Administration.
4. Staff assigned to the Preschool Special Education program shall work the stretch calendar as approved annually by the Employer with the exception of the Preschool Special Education secretary who shall work the same flexible schedule as other CCIU secretaries.

### **ARTICLE XIII**

#### **Negotiation of a Successor Agreement**

##### **A. Deadline Date**

The parties agree to enter into collective bargaining over a successor agreement no later than 180 days prior to June 30, 2026. Any agreement so negotiated shall be reduced to writing after ratification by both parties.

##### **B. Modifications**

This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

### **ARTICLE XIV**

#### **Maintenance of Membership**

- A. Each bargaining unit member who, on the effective date of this agreement, is a member of the Association and each bargaining unit member who becomes a member after that date shall maintain his/her membership in the Association provided that such bargaining unit member may resign from the Association in accordance with the following procedure.
  1. The bargaining unit member shall send a letter of resignation to the president of the Association, the ESPA/PSEA/NEA Office in Harrisburg, and the director of Human Resources of the Chester County Intermediate Unit.
  2. The above-stated letter shall be sent during the 15-day period prior to the expiration date of the contract and shall state that the bargaining unit member is resigning his/her membership in the Association.

### **ARTICLE XV**

#### **Membership Dues Deduction**

##### **A. Deduction from Salary**

The Employer will deduct dues from the membership of the Association if specifically authorized in writing by the bargaining unit member. Proper authorization by the bargaining unit member will be made on a form provided by the Association and agreed to by the Employer. The number and amount of deductions will be identified on the authorization form. Dues will be deducted in 20 installments for 10-, 11- and 12-month bargaining unit members; and 15 installments for nine-month bargaining unit members. The Employer agrees to transmit monies realized from dues deduction to the Association once a month.

**B. List Supplied to the Employer - Authorization Cards**

1. The ESPA will provide the Employer with an official list of bargaining unit members who have authorized the Employer to deduct dues for the Association under paragraph "A" above. The list shall be arranged by category, and the amount of dues for each. Payroll deduction cards should accompany the initial list and cards for new personnel must be received by November 1 of each year. For any addition to membership following the initial list, only the balance due when payroll deduction cards are received will be collected in each instance.
2. Any bargaining unit member who wishes to join the Association may elect to have dues deducted, on a pro-rated basis, no later than February 1 of each year.

**C. Indemnification**

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

**ARTICLE XVI  
Retiree Medical Insurance**

**A. Qualifications and Costs for Retiree Medical Insurance**

1. Full-time bargaining unit members who retire through the Pennsylvania School Employees Retirement System with 20 or more years of service with the CCIU (including the Centers for Arts and Technology), will be eligible to purchase medical insurance and prescription drug coverage after retirement.
2. Qualified retirees may purchase these benefits until they become eligible for Medicare. Cost of the benefits will be equal to the prevailing COBRA rate for each year that the retiree participates in the plan. In the event that the retiree obtains a job after retirement that provides medical benefits, the option to purchase these benefits from the CCIU shall cease. Also, failure to make regular monthly payments will disqualify the retiree from participating in this benefit.
3. The coverage available to the retiree will be identical to the plan available for full-time, active bargaining unit members. The retiree may also purchase coverage for his/her spouse.

**ARTICLE XVII**  
**Duration of Agreement**

**A. Effective Date**

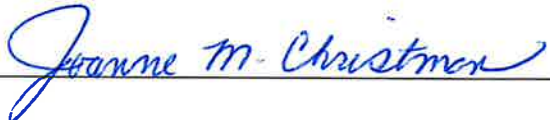
This agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. It is subject to the Association's right to negotiate over a successor agreement, as provided in ARTICLE XIII. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

\* \* \* \* \*

CHESTER COUNTY INTERMEDIATE UNIT  
EDUCATIONAL SUPPORT PERSONNEL ASSN.

  
\_\_\_\_\_  
President

Attested By:


  
\_\_\_\_\_  
Secretary or Treasurer

Date: January 18, 2023

CHESTER COUNTY INTERMEDIATE  
UNIT SCHOOL BOARD

  
\_\_\_\_\_  
President

Attested By:

  
\_\_\_\_\_  
Secretary

Date: January 18, 2023



**Memorandum of Understanding  
Effective for the 2023-26 School Years**

**between the  
Chester County Intermediate Unit Educational Support Personnel Association  
and the  
Chester County Intermediate Unit Board of Directors**

**A. Chester County Intermediate Unit Cost Savings Committee**

The Employer and Association agree to form a cost savings review committee made up of administrators and/or supervisors appointed by the executive director, and members of the Association appointed by the president of the Association. Membership should reflect all work groups and all level of bargaining unit members involved in Association. The purpose of the CCIU Cost Savings Review committee is to solicit and evaluate suggestions from members of the Association for improvements in operations that may result in cost savings or cost efficiencies.

The Cost Savings Review committee will meet quarterly and work collaboratively to identify areas of operations that might be targeted for cost savings, cost reductions, and/or greater work efficiency. Each idea generated will be referred to the appropriate divisional leader for evaluation and possible implementation. Every idea will be evaluated and listed on a mastery list that will be published to all CCIU employees – and the Employer will receive an annual accounting of all work done by the CCIU Cost Savings Review committee, listing the amount of savings realized during the first year the suggestion(s) was implemented.

The following notes are important:

1. Suggestions that address changes in the Collective Bargaining Agreement or suggestions that address negotiable issues will be referred to the Association and the Employer for consideration.
2. This agreement does not apply to and shall not be deemed to limit or restrict the ability of the executive director, division directors, and/or other CCIU administrative or supervisory leaders to implement cost-savings suggestions that originate from outside of the Association and/or the CCIU Cost Savings Review committee.

**MEMORANDUM OF AGREEMENT**  
**Effective for the 2023-2026 School Years**  
**Between the**

**Chester County Intermediate Unit Educational Support Personnel Association**  
**And the Chester County Intermediate Unit Board of Directors**

This Memorandum of Agreement (“MOA”) is entered into by and between the Chester County Intermediate Unit Education Association, Educational Support Personnel Association (“Association”) and the Chester County Intermediate Unit (“IU”).

**WHEREAS**, the parties have negotiated a Successor Agreement which term shall be for the period from July 1, 2023 through June 30, 2026 (“Successor CBA”); and

**WHEREAS**, the IU has an unfulfilled need for additional instructional assistants assigned to certain programs to work days in addition to the contractual one hundred and eighty-five (185) day school year; and

**WHEREAS**, the Successor CBA limits the number of additional work days the IU may assign instructional assistant bargaining unit members to work in addition to the one hundred and eighty-five (185) days set forth in the CBA and Successor CBA; and

**NOW THEREFORE**, the Intermediate Unit and the Association, intending to be legally bound, mutually agree as follows:

1. During the term of the Successor CBA, a new classification of Instructional Assistant Bargaining unit members called “Instructional Assistant – Extended Year” may be employed by the IU and shall be included in the bargaining unit represented by the Association.
2. Instructional Assistant – Extended Year will work one hundred and eighty-five (185) days (186 days for new hires) during the regular school year and an additional twenty-one (21) days during the Extended School Year (ESY). One hundred and eighty-five (185) of the days (186 days for new hires) will be 7.5 hours per day, and the remaining days will vary in length but will not exceed the equivalent time of twenty-one (21) 7.5 hour days.
3. Instructional Assistant – Extended Year shall receive their individual employee extended year calendar no later than January 15 of that year.
4. No bargaining unit member currently employed by the IU shall be involuntarily assigned to the position of Instructional Assistant – Extended Year.
5. Instructional Assistant – Extended Year positions shall be paid in accordance with the bargaining unit member’s contractual step and column as delineated in the attached salary schedules. The hourly rate will be annualized to include the additional days/hours once determined, but no later than January 15 of the year.
6. Any dispute concerning any matter related to the MOA will be subject to the Grievance Procedure.
7. All other terms of the Successor CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Representatives of the parties hereto, intending to be legally bound hereby, set their hands and seals this 18<sup>th</sup> day of January, 2023.

**FOR THE ASSOCIATION:**

Kathryn M. Kuselka

Attest: Joanne M. Christman

**FOR THE INTERMEDIATE UNIT:**

Bonnie J. Wolff

Attest James L. Heagy

**MEMORANDUM OF AGREEMENT**  
**Effective for the 2023-2026 School Years**  
**Between the**

**Chester County Intermediate Unit Educational Support Personnel Association**  
**And the Chester County Intermediate Unit Board of Directors**

This Memorandum of Agreement ("MOA") is entered into by and between the Chester County Intermediate Unit Education Association, Educational Support Personnel Association ("Association") and the Chester County Intermediate Unit ("IU").

**WHEREAS**, the parties have negotiated a Successor Agreement which term shall be for the period from July 1, 2023 through June 30, 2026 ("Successor CBA"); and

**WHEREAS**, the Successor CBA provides for up to 4% merit pay for bargaining unit members with an FTE greater than .75; and

**NOW THEREFORE**, the Intermediate Unit and the Association intending to be legally bound mutually agree to the following calculations for merit pay:

Support staff will be evaluated by their supervisor a minimum of once a year. The evaluation will be broken down into two categories: Performance and Job Responsibilities. Below is a table of the Support Staff Evaluation Criteria with associated potential scoring.

<b>Support Staff Evaluation Categories</b>	<b>Performance Score: "Meets Expectations" in all categories</b>	<b>Max Score in all categories</b>
Performance Metrics (10)	20	50
Primary Job Responsibilities (3)	6	12
<b>Totals</b>	<b>26</b>	<b>62</b>
Points NOT Eligible for Merit		26
Performance Points Eligible for Merit		<b>36</b>
Maximum Merit Available		<b>4%</b>

$$\text{Merit \%} = \left( \frac{\text{Overall Performance Evaluation Score} - \text{Evaluation Score for Meeting Expectations}}{\text{Overall Performance Evaluation Score}} \right) \times \text{Performance Merit Value Per Point}$$

Where:

$$\frac{\text{Overall Performance Evaluation Score}}{\text{Overall Performance Evaluation Score}} = \frac{\text{End-of-Year Performance/Job Responsibilities Evaluation Score}}{\text{Overall Performance Evaluation Score}}$$

And:

End-of-Year Performance  
Evaluation Score

=

Score given to support staff at their end-of-year  
evaluation (performance/job responsibilities)

And where:

Evaluation Score for  
Meeting Expectations

=

Score achieved by support staff if they "meet  
expectations" in every area: 26

And where:

Performance Merit  
Value per Point

=

Maximum Performance Merit Value (per contract): 4%  
Total Points Available for Merit: 36

=

0.11% (4% / 36)

**EXAMPLE:**

End-of-Year Performance Evaluation Score	49
--	----

The Overall Performance Evaluation Score would be: 49

Evaluation Score for "Meeting Expectations": 26

Performance Merit Value Per Point: 0.11%

The resulting merit calculation is as follows:

$$\begin{aligned}\text{Merit \%} &= (49 - 26) \times .11\% \\ &= 2.53\%\end{aligned}$$

IN WITNESS WHEREOF, the Representatives of the parties hereto, intending to be legally bound hereby, set their hands and seals this 18<sup>th</sup> day of January, 2023.

**FOR THE ASSOCIATION:**

Kathryn M. Kinsella

Attest: Joanne M. Christman

**FOR THE INTERMEDIATE UNIT:**

Bonnie D. Wolff

Attest James D. Heagy

