#### VIA FACSIMILE & FIRST CLASS MAIL



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Grace E. Bekaert, Treasurer
Carolyn C. Dumaresq, Executive Director

April 5, 2006

Mark T. Wassell, Esq. Knox McLaughlin Gornall & Sennett, PC 120 West Tenth St. Erie, PA 16501

RE: Warren County ESPA - Board's Final Offer of December 8, 2005

Dear Mark:

On behalf of the Warren County Educational Support Personnel Association, please be advised that on Saturday, April 1, 2006, the Warren County Educational Support Personnel Association voted to accept the Board's Final Offer of December 8, 2005. Please be advised that this includes acceptance of the additional one-hour call-in language in exchange for the Section 125 Plan language as per the option proposed in the Board's Final Offer.

Very truly yours,

Louis C. Kotzman UniServ Representative

LCK/wdl

pc: Dave Shaffer, President, Warren County ESPA

Linda Skelly, Negotiations Chairperson, Warren County ESPA

Mark Eberl, Executive Director of Support Services





BOARD OF EDUCATION
W.C.E.S.P.A.

CONFIDENTIAL

**BOARD MEMEBERS ONLY** 

FINAL OFFFER.

MADE ON 12/08/05

TO

W.C.E.S.P.A.

# WARREN COUNTY SCHOOL DISTRICT AND WARREN COUNTY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

## THE SCHOOL DISTRICT'S FINAL OFFER 12/8/05

- 1. All Tentative Agreements reached through November 30, 2005 (see attached).
- 2. Salary Increases (Tier I and Tier II)

	7/1/05	7/1/06	7/1/07	7/1/08
Custodial Department	2.15%	2.15%	2.15%	2.15%
Maintenance Department	3.75%	3.75%	3.75%	3.75%
Cafeteria	2.15%	2.15%	2.15%	2.15%
Secretaries	3.75%	3.75%	3.75%	3.75%
Aides	2.75%	2.75%	2.75%	2.75%

- 3. The salary increase will only be retroactive to 7/1/05 if the Association and the Board of Directors of the School District have both voted to accept/adopt by January 15, 2006.
- 4. Optional: The School District will establish a Section 125 Plan (using language found in the WCEA Agreement) as follows:

The District shall maintain a voluntary Section 125 flexible benefit plan, which allows participants to pay qualifying medical expenses on a pre-tax basis.

if the Association agrees to the following:

## ARTICLE XII, SICK LEAVE

Section 4. An employee who reports off work under this Article shall notify only his/her immediate supervisor by the end of his/her regular work schedule of the preceding day or [by the start of] at least one hour prior to his/her scheduled work period in the event of sudden illness. If a first shift employee's absence extends more than one day, he/she must notify his/her

immediate supervisor by 2:30 p.m. whether he/she will be available on the following day. If he/she does not provide notice, he/she will be replaced and not permitted to work for the following day. Second <u>and third</u> shift employees must give notice by 10:00 a.m. on the second or subsequent days.

# 647774

## Tentative Agreements Through March 16, 2005

# A-2, D-2 ARTICLE V, ASSOCIATION RIGHTS AND PRIVILEGES 3/16/05 Section 6. Page 6

ADD:

Underlined Portion

DELETE:

[Bracketed Portions]

The Association shall have the right to use the inter-school mail facilities [and], school mail boxes[.] and district e-mail for school and Association business.

# D-6 ARTICLE VIII, OTHER CONDITIONS OF EMPLOYMENT 3/16/05 Section 11. Page 16

ADD:

Underlined Portion

DELETE:

[Bracketed Portions]

The employee [shall be required to punch] <u>may review</u> his/her time card only at the beginning and end of each work shift. Time cards will be signed at the end of each week to verify that an unpaid duty free lunch period was granted, if required, for each day worked. Employees' pay will be docked for tardiness based on the actual time late. Employees leaving the school premises for any reason other than his/her duty-free lunch period will be required to obtain permission to do so by his/her building principal or non-bargaining unit supervisor.

# D-15 ARTICLE XIX, WAGES 3/16/05 Section 2. Page 28

ADD: <u>Underlined Portion</u>

Any employee who is required to work in excess of forty (40) hours shall be paid at the rate of time and one-half for any hours in excess of forty (40) hours in any one week. Holidays, vacation days and paid leaves of absence shall be counted in determining whether an employee has worked forty (40) hours in any one week. An employee shall be paid time and one-half for the hours worked in addition to the holiday pay for working on paid holidays.

A-12 11/30/05

## ARTICLE XIII, TEMPORARY LEAVES OF ABSENCE Section 1. Personal Day Page 21

ADD: <u>Underlined Portions</u>

All employees will be entitled to one personal day per year effective on the first July 1 following commencement of employment and a second personal day per year effective on the fifth July 1 following commencement of employment. A "day" shall mean the number of hours regularly worked by such employee. An employee may take such time off in one hour increments if he/she so desires. Unused personal leave may be accumulated for use in subsequent years to a maximum of three (3) accumulated days given a maximum of five (5) days total personal leave in any year. All additional unused personal days shall be converted to unused accumulated sick days.

#### D-7 11/30/05

## ARTICLE VIII, OTHER CONDITIONS OF EMPLOYMENT Section 12.

DELETE: [Bracketed Portions]

All employees in the bargaining unit [and their spouse] shall be provided, at no cost, a pass to all activities in which the Warren County School District students are participants. This pass shall remain in effect during the period of this Agreement.

## D-16 ARTICLE XIX, WAGES Section 7. Page 29

ADD: <u>Underlined Portions</u>
DELETE: [Bracketed Portion]

In the event of <u>a delay in the start of school or early</u> dismissal of students from school [at a time earlier than the normal schedule], employees will be given the option to <u>arrive or remain at work for their normal schedule and be paid for such time or to <u>delay arrival</u> leave work <u>early</u> and not receive pay for such released time.</u>

## Additional Tentative Agreements Through November 30, 2005

# A-8 ARTICLE I, RECOGNITION 11/3/05 Page 1

Change name from Warren County Educational Support Personnel Association to Warren County Education Support Professionals.

(A letter to the Superintendent with a copy to Mark Eberl will be sent confirming that the use of the word Professionals does not relate to the professional designation in the school code. This change would occur if the Warren County Educational Support Personnel Association votes to change the name of the local organization.)

# A-9 ARTICLE XI, UNPAID LEAVES OF ABSENCE 11/3/05 Section 6., Page 19, Revised Proposal September 15, 2005

ADD: <u>Underlined Portions</u>

All benefits to which the employee was entitled at the time the leave of absence commenced, including prior accumulation of seniority and the accrual of seniority while on leave, unused accumulated sick leave to the employee's credit at the time the leave began and any additional benefits that may be added during the term of said leave, shall be restored to said employee upon return as fully as if said employee had never taken said leave, and the employee shall be assigned to the exact same position held prior to said leave should said leave be less than twelve (12) months in duration. Should said leave be in excess of twelve (12) months or the position no longer available, the employee shall be assigned to the position for which the employee's bumping rights enable the employee to select.

# A-11 ARTICLE XIX, WAGES 11/3/05 Section 11.B. (Maintenance Overtime Language), Pages 31

ADD: <u>Underlined Portions</u>
DELETE: [Bracketed Portions]

4. A record of overtime distributions will be maintained <u>and posted</u> [in] <u>outside</u> the maintenance office.

(THE REMAINDER OF THIS SECTION REMAINS UNCHANGED.)

#### A-12 11/30/05

# ARTICLE XIII, TEMPORARY LEAVES OF ABSENCE Section 1. Personal Day Page 21

ADD: <u>Underlined Portions</u>

All employees will be entitled to one personal day per year effective on the first July 1 following commencement of employment and a second personal day per year effective on the fifth July 1 following commencement of employment. A "day" shall mean the number of hours regularly worked by such employee. An employee may take such time off in one hour increments if he/she so desires. Unused personal leave may be accumulated for use in subsequent years to a maximum of three (3) accumulated days given a maximum of five (5) days total personal leave in any year. All additional unused personal days shall be converted to unused accumulated sick days.

## D-7 11/30/05

## ARTICLE VIII, OTHER CONDITIONS OF EMPLOYMENT Section 12.

DELETE: [Bracketed Portions]

All employees in the bargaining unit [and their spouse] shall be provided, at no cost, a pass to all activities in which the Warren County School District students are participants. This pass shall remain in effect during the period of this Agreement.

## WARREN COUNTY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION Negotiations

## 1. Tentative Agreements and Open Items

## 2. Association Non-Economic Proposals

	Issue	Status
A1	Term of Agreement	2005/2006 through 2008/2009
A2	Tentative E-mail Agreement	March 16, 2005
A3	Seniority - Bidding	No
A4	Seniority - Postings	No - On District Website
A5	Teacher Aide "Highly Qualified"	Withdrawn November 3, 2005
A6	Leaves of Absence	No
<i>A</i> 7	Classifications	No
A8	Recognition – name change (Tentative Agreement)	November 3, 2005
A9	Seniority – "B" (Tentative Agreement)	November 3, 2005
A10	Bereavement	Withdrawn November 3, 2005
A11	Overtime Language - As Modified (Tentative Agreement)	November 3, 2005
A12	Additional Personal Days (Economic)	No - Additional Days Yes - Additional Wording (D7)
A13	Life Insurance	No
A14	Dental Changes	No
A15	Vision	No
A16	Vacation	Withdrawn November 3, 2005
A17	Holidays	No
A18	Wages – A. \$1.00 per hour increase	No
	B. Additional secretarial time	No
	C. Holidays and vacation	No.
A19	Wages for Temporary Work	Withdrawn November 3, 2005
A20	Retirement	No
A21	Wages - Secretaries	Withdrawn November 3, 2005
A22	Retirement Rates	No
A23	IRS – Section 125 Account (WCEA Language)	November 30, 2005 (D12)

## 3. Board of Education Non-Economic Proposals

	Issue	Status
D1	Term of Agreement	2005/2006 through 2008/2009
D2	E-mail (Tentative Agreement)	March 16, 2005
D3	Seniority – A. Permanent Employee	Withdrawn November 30, 2005
	B. Technology Department	Withdrawn November 30, 2005
D4_	Seniority - Technology Technician	Withdrawn November 30, 2005
D5	Seniority - Testing	Withdrawn November 30, 2005
D6	Time Cards (Tentative Agreement)	March 16, 2005
D7	ADM Pass - Remove Spouse	November 30, 2005 (A12)
D8	Tuition - Vo-Tech	Withdrawn November 30, 2005
D9	Classifications - A. Section 14 - B4	Withdrawn July 14, 2005
	B. Section 14 - D3	Withdrawn July 14, 2005
	C. Section 14 - F	Withdrawn November 30, 2005
D10	Earning Seniority (Tentative Agreement)	March 16, 2005
D11	Working While on Leave (Tentative	April 14, 2005
	Agreement)	
D12	Sick Leave	November 30, 2005 (A23)
D13	Bereavement	Withdrawn November 3, 2005
D14	Hours	Withdrawn July 14, 2005
D15	Tentative Wages - Holidays Agreement (Tentative Agreement)	March 16, 2005
D16	Tentative Wages – Delay in School Agreement (Tentative Agreement)	March 16, 2005
D17	Salary Schedule - A. HL  B. Administrative Aide  C. Technology  Technicians	Withdrawn July 14, 2005 Withdrawn July 14, 2005 Withdrawn November 30, 2005
D18	Salaries (Economic)	The District will offer a salary schedule in the near future that reflects different amounts in the different departments and classifications.

11/20/2005

# Support Staff Union

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11/30/2005

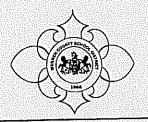
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[6] 数据是其代理的通路企业和提供,这是需要的企业的是有的企业的主义。1972年,他们的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一

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11/30/2005

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# Warren County School District

Curwen Building 185 Hospital Dr. Warren, PA 16365-4885

Phone: (814)723-6900

FAX: (814)723-8403

## Office of Human Resources

## Confidential

## MEMORANDUM

TO:Ruth Huck, Board Secretary

John Grant, Superintendent

malekul Mark Eberl FROM:

Support Negotiations TOPIC:

February 16, 2005 DATE:

The purpose of this memorandum is to document for future reference that the Board authorized a 3% salary increase for Support Personnel. This authorization came during Executive Session of the Board Meeting on February 14, 2005. All Board members, except Mrs. Nuttall, were present and the 3% salary increase was confirmed without exception.

MAE/le