

**Tentative Agreement
between the
Warren County ESPA
and the
Warren County School District**

November 19, 2009

ADD: Underlined Portions
DELETE: ~~Strikethrough Portions~~

1. Article II, Term of Agreement

The term of this Agreement shall begin on the date of the execution of the Agreement and shall continue in full force and effect until June 30, ~~2009~~ 2014.

Article XXII, Termination of Agreement

This Agreement shall continue in effect from year to year after the termination hereof, unless either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement, more than one hundred eighty (180) days prior to June 30, ~~2009~~ 2014, or any June 30 of any subsequent year.

Executed by the parties at Warren, Pennsylvania this _____ day of _____, ~~2006~~ 2009, intending to be legally bound hereby.

Warren County School District

Warren County Educational Support
Personnel Association

By _____

By _____

2. Article IV, Rights of Employees, Section 10

Section 10. In the event that any school building is evacuated by reasons of any report or threat of damage by bomb, fire or weapon, no employee shall be required to remain in the building or search for any bombs or weapons. Employees will be required to remain with students or be required to perform other evacuation assignments.

Once properly informed of safety procedures, employees are obligated to follow such procedures.

The District will continue to make reasonable efforts to maintain a safe workplace. Employees will promptly bring to the attention of their building principal or non-bargaining unit member supervisor any known unsafe or hazardous condition.

3. Article VI, Seniority, Section 4

Section 4. As used herein, “qualification” or “qualified” means having sufficient skill, ability and physical fitness to ~~move on to a job and~~ immediately perform ~~at least well enough to meet~~ the minimum requirements of a position.

4. Article VI, Seniority, Section 6

Section 6. Seniority and the employment relationship shall be terminated by:

- A. Quit;
- B. Discharge;
- C. Absence for two (2) days without notification of a valid reason;
- D. Layoff for twenty-four (24) months;
- E. Failure to report within five (5) working days after recall from layoff;
- F. Failure to report as scheduled from leave of absence.

5. Article VI, Seniority, Section 8 (New F.)

Section 8.

...

- F. Any employee who displaces another employee in accordance with this Section in a position that requires skills or abilities that are different than his/her current job shall serve a sixty (60) working day period of adjustment and evaluation. The period of adjustment and evaluation begins on the first day that the employee begins to work in the new position. Evaluation of the employee's performance shall take place on the 15th, 45th, and 55th work day by the employee's non-bargaining unit immediate supervisor. Said evaluation shall be conducted in person with the employee and shall be reduced to writing within five (5) working days. The evaluation shall identify the employee's strengths as well as suggestions for improvements that will assist the employee in adjusting to the expectations of the job. If the employee or the District determine that the employee has failed to perform satisfactorily in the new position anytime within the first sixty (60) work days, the District may remove him/her from the position and place him/her in a vacancy in his/her former department and attendance area. If no vacancy exists at the time, the employee will be placed on layoff until a vacancy occurs.

6. Article VI, Seniority, Section 10

Section 10. ~~When a layoff is to occur due to reduction in force, employees in those classifications affected shall receive notice as follows: Cafeteria workers, five (5) work days notice; all other departments ten (10) work days notice; provided, however, that such notice may be given during the summer, and if given during the summer, shall be at least fourteen (14) calendar days before commencement of the school term.~~

Article VI, Seniority, Section 16

Section 16. In the event of a ~~permanent~~ reduction in the work force, the Board agrees to give ~~sixty (60)~~ thirty (30) calendar days written notice terminating a Class A, ~~or Class B, or Class C~~ employee. It is understood that such ~~sixty (60)~~ thirty (30) day period may include the summer school recess period. In the event of such notice, an employee shall be entitled to a cumulative total of thirty (30) work hours from his/her regular scheduled work for which he/she is being paid to attend to seeking new employment. It is understood that Class B and Class C employees who are given notice of layoff over the summer school recess prior to August 1 shall not be paid for such hours to seek other employment.

7. Article VI, Seniority, Section 12 (K)

Section 12.

...

K. After any employee has been selected as the successful bidder for a permanent position as a result of the application of this section, he/she shall not again be eligible to bid on an opening or vacancy for a period of nine (9) working months. After any employee has been selected as the successful bidder for a temporary position as a result of the application of this section, he/she shall not again be eligible to bid on an opening or vacancy for a period of nine (9) calendar months. An employee holding a temporary position will be exempt from the nine (9) calendar month waiting period if he/she elects to bid on a permanent position that is of equal or higher pay compared to that employee's permanent position. In addition, an employee who is displaced or involuntarily transferred shall be exempt from the nine (9) calendar month waiting period.

8. Article VI, Seniority, Section 13

A. The District may test:

1. When an employee bids on a position in a higher job classification in his/her current department; or,

2. When an employee bids on a position in a different department; or,
 3. When an employee bids on a position in his/her current job classification and it requires a different set of skills.
- B. Job qualifications must be job related.
- ~~C. Within a job classification, the District may not require different qualifications for different positions.~~
- ~~D. C.~~ Tests are only one measure of qualifications to be considered, along with factors such as experience, training, education, results of annual evaluations, etc.
- ~~E. D.~~ Testing shall not be used in bumping situations.
- ~~F. E.~~ The results of a test shall be sent within five (5) working days to the employee tested and the Association.
- ~~G. F.~~ Tests shall only be used ~~in situations where more proficient~~ when an employee applies for a position where skills or abilities are required ~~than the job held by the employee being tested~~ that are different than his/her current job.

9. Article VII, Teacher Aides, Section 4

~~Section 4. One on one Aides will remain with and move with the student to whom they are assigned. When the need for the one on one Aide ceases, the Aide will be assigned as an Attendance Area Aide for the same number of hours until he/she bids for another position or the school year ends. If the Aide has not bid successfully for another position at the end of the school year, the Attendance Area assignment will end and he/she will be permitted to exercise his/her seniority as if laid off at that time.~~

Article VII. Teacher Aides, Section 5

~~Section 5. When the need for an Educational Assistant Aide ceases, the Aide will be assigned as an Attendance Area Aide for the same number of hours, at his/her Educational Assistant Aide rate, until he/she bids for another position or the school year ends. If the Aide has not bid successfully for another position at the end of the school year, the Attendance Area Aide assignment will end and he/she will be permitted to exercise his/her seniority as if laid off at that time.~~

Note:

The Association agrees with the District's counterproposal to create a new classification, Medical Assistant Aide, and the job description submitted on 8-19-09. The parties agree that the Educational Assistant Aide position is eliminated; however it is understood that any current Educational Assistant Aide will be assigned as an Attendance Area Aide for the same number of hours, at his/her Educational Assistant Aide rate, until he/she bids for

another position or the 2009-2010 school year ends. If the Aide has not bid successfully for another position at the end of the 2009-2010 school year, the Attendance Area Aide assignment will end and he/she will be permitted to exercise his/her seniority as if laid off at that time.

10. Article VIII, Other Conditions of Employment, Section 2 (C)

C. Class C - An employee who works less than 900 hours in any contract year.

When any Class A, or B, or C is changed to a lower class, the employee in the position shall have the option to remain in the job or to exercise his/her seniority as if laid off in accordance with Article VI. If hours are added to an existing position, such additional hours will be assigned to the incumbent employee in that position and the job will not be posted unless the additional hours make the job a Class A position.

11. Article VIII, Section 5

Section 5. Secretarial personnel shall not be responsible for supervising children, administering tests, performing first aid or dispensing medication. With the exception of Medical Assistant Aides, Aides will not be responsible for performing first aid or dispensing medication, ~~except pursuant to written direction and, in such case, t~~ The Board shall hold the ~~employee~~ Medical Assistant Aides harmless from any liability resulting therefrom.

12. Article VIII, Other Conditions of Employment, Section 14

For the purpose of this Agreement, employees shall hold a job classification in one of the following departments:

A. Secretarial Department

1. Attendance Officer
2. Secretary to Director
- ~~3. Assistant Tax Office Manager~~
- ~~4-3.~~ Secretary
- ~~5~~ 4. Delinquent Tax Clerk

B. Custodial Department

1. Grade 6 Head Custodian
2. Grade 3
3. H.H.
- ~~4. H.L.~~

C. Maintenance Department

1. Technology Technician
2. Maintenance Trade Worker

3. Grade 6
4. Grade 3

D. Teacher Aide Department

1. ~~Educational Assistant Aide~~ Medical Assistant Aide
2. Aide

E. Cafeteria Department

1. Grade 2
2. Grade 3
3. Grade 4

Note: Those employees who are H.L. custodians will be reclassified as H.H. custodians without posting.

13. Article XI, Unpaid Leave of Absence, Section 4

Section 4. ~~The Board may, without pay, grant leaves to employees for reasons not enumerated herein.~~

14. Article XII, Sick Leave, Section 4

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 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 immediately supervisor by ~~2:30 p.m.~~ 2:00 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 and third shift employees must give notice by 10:00 a.m. on the second or subsequent days.

15. Article XIV, Section 2

The Board shall pay the full cost of life insurance for each Class A, B and C employee as follows:

<u>A & B</u>		<u>C</u>	
<u>\$40,000</u>	<u>\$30,000</u>	<u>\$20,000</u>	<u>\$15,000</u>

For Class C employees, this coverage will begin one (1) year after such employee's commencement of employment.

16. Article XIV, Insurance Protection, Section 4, Workmen's Compensation

Section 4. ~~WORKMEN'S~~ WORKERS' COMPENSATION

Absence due to injury or compensable illness under the ~~workmen's~~ workers' compensation laws, incurred in the course of the employee's employment, for up to five (5) work days before such employee is entitled to benefits under the ~~Workmen's~~ Workers' Compensation program, shall not be charged against the employee's sick leave days and the employee shall not suffer a loss of pay during the five (5) day period. If the employee receives workers' compensation for such days he/she shall be required to reimburse the District for the amount of the five (5) paid work days compensation. If the employee's workers' compensation claim is denied, the days will be charged against his/her sick leave.

17. Article XIX, Wages, Section 4

Section 4. PAID LUNCH

Cafeteria employees shall be provided one adult ~~reimbursable~~ lunch when they are working on his/her assigned workday.

18. Article XIX, Wages, Section 7

Section 7. In the event of a delay in the start of school or early dismissal of students from school, employees in every department except the Maintenance Department will be given the option to arrive or remain at work for their normal schedule and be paid for such time or to delay arrival or leave work early and not receive pay for such released time.

19. Article XX, Section 1, Retirement of Employee

Section 1. RETIREMENT OF EMPLOYEE

Upon the retirement of an employee, provided such employee has worked at least ten (10) years for the Board, or upon the death in service of an employee who has worked at least five (5) years for the Board, the employee or his/her beneficiary will receive \$20.00 ~~\$15.00~~ per day for all accumulated unused sick leave. If an employee has worked at least twenty (20) years for the Board, the employee or his/her beneficiary will receive \$35.00 ~~\$25.00~~ per day for all accumulated, unused sick leave.

20. Article XIX, Wages, Section 11, Overtime Work (A)(4)

4. The Principal or the Director of Buildings and Grounds will decide the date and the number of hours of overtime to be offered.

21. Article XXII, Contractors

The District may use contractors to perform work which is also performed by bargaining unit members provided that:

1. No bargaining unit positions are eliminated as a result of the use of contractors.
2. No bargaining unit member is placed on furlough as a result of the use of contractors.
3. No bargaining unit member suffers a loss of regular hours as a result of the use of contractors.

The District will notify the Association when contractors are used.

22. Article XIX, Wages, Section 1

The parties agree to revise Article XIX. Section 1. to reflect the following:

The parties agree:

- With a 10-step system for new hires as of ratification date with Tier 2 employees represented on Step 10 of the wage scale system. Tier 2 employees will receive salary increases of 3.25% in each year of a five (5) year agreement.
- Tier 1 employees will be placed off scale and receive salary increases of 3.25% in each year of a five (5) year agreement.
- Revise Section 1. of Article XIX, Wages to reflect wage increases and new wage system. Add language to Section 1. of Article XIX, Wages regarding movement on scale and movement between scales as follows:

'Employees hired after the date of ratification shall be placed on Step 1 of the wage scale and advance to Steps 2, 3, 4, 5, 6, 7, 8, 9, and 10 on the anniversary dates of the contract. Such employees hired three months or less prior to July of any year will not advance to Step 2 until the second July 1 after that employee's initial date of hire. Thereafter, that employee will advance to Steps 3, 4, 5, 6, 7, 8, 9, and 10 on the anniversary dates of the contract.

When an employee moves for any reason from one classification to another, that employee will be placed on the same step on the scale as the step from which the employee is moving.'

- Wages are retroactive to July 1, 2009, for those employees employed on the date of ratification.
- See new 10-step wage system attached.
- The District retains the right to hire an employee at a higher step.