COLLECTIVE BARGAINING AGREEMENT

BETWEEN

QUAKERTOWN EDUCATION SUPPORT PROFESSIONALS

AND

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

July 1, 2016 – June 30, 2020*See Article II
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**APPENDICES**

- Appendix A: Grievance Forms
- Appendix B: Salary Schedules
- Appendix C: Donated Days
- Appendix D: Memorandum of Agreement – Food Services
ARTICLE I
RECOGNITION

The Quakertown Education Support Professionals (hereinafter called the "Association") is recognized by the Quakertown Community School District (hereinafter called the "District") as the exclusive bargaining agent for the bargaining unit consisting of regularly employed aides, custodians, secretaries, cafeteria employees, mechanics, mail and delivery personnel and maintenance employees as certified by the Pennsylvania Labor Relations Board in Case No. PERA-U-13-305-E and PERA-R-90-99-E. Excluded from the bargaining unit are management level employees, supervisors, first level supervisors, confidential employees and guards as defined in Section 301 of the Pennsylvania Public Employee Relations Act, as amended, 43 P.S. § 1101.301 (hereinafter the "Act"). Unless otherwise specified, all members of the bargaining unit shall hereinafter be referred to as "employees" or "regular employees".

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

ARTICLE II
TERM OF THE AGREEMENT

This Agreement is entered into this 1st day of July, 2016, between the District and Association.

The term of the Agreement shall be for a period of four (4) years, effective as of July 1, 2016 and it shall continue in full force and effect until June 30, 2020 or until such later date as the two parties may hereinafter agree is to be the extended ending date.

*In the event the District's successor agreement with the Quakertown Community Education Association expires on June 30, 2020, this Agreement will extend automatically through June 30, 2021.

ARTICLE III
MANAGEMENT RIGHTS

Except where expressly and specifically abridged or modified by provisions of this Agreement, the District reserves and retains all managerial rights heretofore exercised by the District and the sole and exclusive right to manage and operate the school, to determine and administer school policy, to direct the employees, to schedule work assignments, to assign work and to determine all matters of managerial policy, which shall include but not be limited to such areas of discretion or policies as the functions and programs of the District, standards of services, budgetary matters, the establishment of new positions, the elimination of positions or bargaining unit work, the increase or reduction of the work force, the utilization of technology, the selection or change of equipment, materials, products or processes, the organizational structure, the selection, direction or promotion of personnel, the suspension and discharge of employees for reasonable causes, to relieve employees from duty because of lack of work or for other causes of a reasonable nature, and all rights and duties imposed upon it by or inherent from the Public School Code or any laws or regulations of the Commonwealth of Pennsylvania.
It is understood and agreed, however, that the functions of the District referred to in this Article III are not all-inclusive and that the omission of any of the usual and inherent and fundamental rights of the District does not constitute a waiver of such rights, responsibilities, or authority by the District.

ARTICLE IV
NO STRIKES OR LOCKOUTS

As a condition of the various provisions of this Agreement, the Association covenants, pledges and agrees that no employees will engage or participate in a slowdown or strike, as that term is defined in Section 301(9) of the Act, 43 P.S. § 1101.301(9), during the term of this Agreement, and the District pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE V
WAIVER AND ENTIRE AGREEMENT

A. The parties acknowledge that during the negotiations resulting in this Agreement, each has had an unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

B. This Agreement shall constitute the entire and exclusive agreement between the parties. This Agreement supersedes any rules or regulations of the District which shall be contrary to or inconsistent with its terms, and supersedes and cancels all past practices of the District and any previous verbal or written agreements between the District and any individual employees or group of employees.

C. This Agreement shall not be modified in whole or in part or otherwise supplemented by past practice except by an instrument in writing duly executed by the parties hereto.

ARTICLE VI
SEPARABILITY CLAUSE

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to the parties hereto or to any employee, shall for any reason be adjudged by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect, impair or invalidate the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted had such invalid provisions not been included.

ARTICLE VII
GRIEVANCE PROCEDURE

The District and the Association agree that if any disagreement shall arise between them as to the application or interpretation of any provisions of this Agreement, there shall be no suspension of work or
slowdown on account of such disagreement, but such disagreement as to the application or interpretation of this Agreement shall be treated as a grievance and resolved in accordance with the following Grievance Procedure.

A. **Definitions** - For purposes of this Article VII, the following terms shall have the meanings hereinafter specified:

1. "Grievance" shall mean and shall be limited to any disagreement as to the application or interpretation of any provision of this Agreement.

2. "Day" shall mean any scheduled District workday excluding Saturdays, Sundays and legal holidays.

B. **Procedure:**

**Step I:** The employee who has sustained the alleged grievance (the "aggrieved employee") shall present the grievance in writing on a form provided by the District (see Appendix A) to his or her immediate supervisor within fifteen (15) work days from the day the aggrieved employee knew or reasonably should have known of its occurrence. The completed form shall specifically state (1) the nature of the grievance; (2) the specific item of this Agreement on which the grievance is based; and (3) the specific relief which the aggrieved employee is seeking.

The supervisor and/or his/her designee shall meet with the aggrieved employee and a member of the Association within seven (7) days for the purpose of resolving the grievance. The supervisor and/or his/her designee shall reply in writing to the aggrieved employee within seven (7) days after said meeting, stating a decision on the appropriate action to be taken with regard to the grievance (the "Step I Decision").

If a timely appeal from the Step I Decision is not taken pursuant to Step II of this Grievance Procedure within seven (7) days after receipt of said decision, the grievance shall be considered settled.

**Step II:** If the Step I Decision fails to resolve the grievance to the satisfaction of the aggrieved employee, said employee may appeal the Step I Decision to the Superintendent and/or his/her designee within seven (7) days after receipt of said decision. Accompanying the appeal shall be a statement by the aggrieved employee specifying (1) the nature of the grievance; (2) the specific item of this Agreement on which the grievance is based; and (3) the specific relief which the aggrieved employee is seeking.

The Superintendent and/or his/her designee shall meet with the aggrieved employee and a representative of the Association within seven (7) days of said appeal in an attempt to resolve the grievance. The Superintendent and/or his/her designee shall render a decision in writing (the "Step II Decision") to the aggrieved employee within seven (7) days after said meeting.

If a timely appeal from the Step II Decision is not taken pursuant to Step III of this Grievance Procedure within seven (7) days after receipt of said decision, the grievance shall be considered settled.

**Step III:** If the Step II Decision fails to resolve the grievance to the satisfaction of the aggrieved employee, said employee may appeal the Step II Decision to the Board of School Directors ("Board") within seven (7) days after receipt of said decision. The Board or a committee or designee of the Board shall
schedule a meeting with the aggrieved employee and representatives of the Association within ten (10) days after receipt of the appeal from the Step II Decision. Accompanying the appeal shall be the aggrieved employee’s statement specifying (1) the nature of the grievance; (2) the specific item of this Agreement on which the grievance is based; and (3) the specific relief which the aggrieved employee is seeking. The Board may direct that it be represented at said meeting by a committee or designee consisting of one or more Board members. The Board or its committee or designee shall render its decision in writing (the “Step III Decision”) to the aggrieved employee and the Association within ten (10) days after the conclusion of said meeting.

If a timely appeal from the Step III Decision is not taken pursuant to Step IV of this Grievance Procedure within seven (7) days after receipt of said decision, the grievance shall be considered settled.

**Step IV:** If the Step III Decision fails to resolve the grievance to the satisfaction of the aggrieved employee, the Association may, within fifteen (15) days of receipt of the Step III Decision, appeal or refer the matter in writing for arbitration.

If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall request a list of arbitrators from the Bureau of Mediation. Each party shall alternately strike a name until one (1) remains. The District shall strike the first name. The last name remaining on the list shall be the arbitrator. In the event that the arbitrator is unable to serve, the parties will repeat the process to select another arbitrator.

The arbitrator shall not have any power, right or authority to add to, subtract from, modify, change or alter any of the terms or provisions of the expressed intent of this Agreement. The arbitrator shall not have the power to make an award which is inconsistent with statutory or case law or which requires an illegal act. Any decision of an arbitrator must be within the scope of the arbitrator’s authority and confined to the grievance submitted for determination.

Fees paid to the arbitrator will be based upon a schedule established by the Bureau of Mediation. The arbitrator’s cost will be shared equally by the parties.

The filing or pendency of any grievance shall not impede the normal management and operations of the District.

**C. Group Grievance**

A grievance which affects several employees may initially be presented in writing by the Association at Step II of the Grievance Procedure within fifteen (15) days from the day the aggrieved employees knew or reasonably should have known of its occurrence.

**ARTICLE VIII DEFINITIONS**

**A.** A regular full-time employee is an employee whose normal work schedule for the District consists of eight (8) hours per day, five (5) days per week and twelve (12) months per year.

**B.** A regular part-time employee (Category A) is an employee whose normal work schedule for the District consists of at least thirty (30) hours per week for at least 180 days per year unless reduced by Act
80 days (as defined by the School Code), final examinations or other District approved reductions. Employees
whose normal work schedule for the District consisted of at least twenty-five (25) hours per week for at least
180 days per year in 2012-13, and who received health benefits from the District on June 30, 2013 will
continue to be considered Category A employees provided they continue to have a normal work schedule of
at least twenty five (25) hours per week.
C. A regular part-time employee (Category B) is an employee whose normal work schedule for
the District consists of less than thirty (30) hours per week and/or less than 180 days per year.
D. A floater is an employee whose normal work schedule for the District consists of eight (8)
hours per day, five (5) days per week, twelve (12) months per year.
E. Overtime is defined as the hours worked by an employee that exceed forty (40) hours per
work week. The work week is defined as starting at 12:00 AM on Saturday and ending at 11:59 PM on Friday.
Only hours worked, which includes vacation, holidays, and personal days, but does not include sick time or
worker’s compensation, are counted towards the forty hours for overtime purposes.
F. Double time is defined as hours worked by an employee on Sunday.

ARTICLE IX
SALARIES AND WAGES

A. Initial Salaries

1. The District shall hire new employees consistent with the salary schedules of this Agreement.
The District can elect to pay higher salaries in instances when an employment candidate possesses specific
skills detailed on a job posting prepared by the District and relevant to the available job assignment not
possessed by other employment applicants. Previous experience and post-secondary education will be
considered in determining initial salaries. The applicable salary schedules are appended to this Agreement as
Appendix B.

2. On July 1 of each year of this agreement, employees who have completed the initial 60-day
probationary period and any extensions thereof will move one step on the applicable salary schedule.
Employees who have not completed the initial probationary period and any extensions thereof as of July 1
will remain on the same step.

Notwithstanding the paragraph above, for the period of this Agreement, every employee will
remain on the same step on the applicable salary schedule as he/she was on June 30, 2013.

3. The wage rates for July 1, 2016 to June 30, 2020 shall be as indicated in the salary schedules
included in Appendix B in this Agreement. Notwithstanding the foregoing, the total annual salary increases
for the bargaining unit shall not exceed the adjusted Act 1 index for the District as promulgated by the
Pennsylvania Department of Education unless there are offsetting cost savings in other areas of the
Agreement. The “total annual salary increases for the bargaining unit” is defined as the salary increases for
all bargaining unit positions that exist on January 10 of the final year of this Agreement. The cost of new
positions added by the District after that date shall not be included in the calculation of the total annual salary increases for the bargaining unit.

4. Should this Agreement extend until June 30, 2021 as provided in Article II, the salaries for 2020-21 will increase by the same percentage as in 2019-20.

B. **Night Differential**

Full-time maintenance personnel will be entitled to night differential of $.70 per hour for all hours worked on those days when they start work at 1:00 p.m. or later.

C. **Stipends**

Employees working in a lead position shall receive a responsibility factor stipend of $.60 an hour plus $.20 for each full-time person whom they supervise. Part time and summer help will not be included in determining this factor. Determination of whether a position is a lead position is at the sole discretion of the District.

Employees filling skilled maintenance positions shall receive a stipend of up to $3.00 per hour. Determination of whether a position qualifies as skilled maintenance is at the sole discretion of the District.

D. **Job Classifications**

1. The bargaining unit consists of food service, custodian, maintenance, secretarial and aide personnel. The foregoing job classifications reflect general duties considered necessary to describe the principle functions of the jobs identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the jobs. Such job classifications are not intended to and shall not restrict the assignment by the District of job duties to members of its work force and it is understood that an employee’s job classification shall not be used or asserted by the employee to refuse the assumption of duties assigned by the appropriate supervisors.

2. Custodial and maintenance employees will participate in the summer building maintenance program scheduled by the District.

3. Part-time bargaining unit employees may bid on posted summer help positions. The District reserves the right to select the employee or non-employee applicants that best meet the requirements of the summer help positions. Part-time bargaining unit members who are selected for a summer help position will work less than thirty (30) hours in a work week.

4. Part-time bargaining unit employees may also substitute for absent employees (at the substitute rate) or work occasional additional hours approved by their supervisor (at their regular rate) provided that no part-time employee will be permitted to work more than twenty-nine and one-half (29.5) hours in a work week. It is expressly agreed that additional hours worked substituting or extra hours do not count towards the hours specified in Article VIII to define an employee’s category status. For example, a
Category B employee who substitutes or works additional hours is still a Category B employee under this Agreement and does not become a Category A employee by virtue of substitute or extra hours regardless of the number of substitute or extra hours worked.

5. Temporary office help shall receive the higher of the secretary start rate or a 10% differential in their own wage rate when filling in for a full day or on a non-work day.

E. Job Description

Employee job descriptions shall be governed by the Memorandum of Understanding executed between the parties coincident with the execution of this Agreement.

F. Overtime

Employees who are directed by the District to work overtime shall be compensated in accordance with applicable law. Only hours worked, which includes vacation, holidays, and personal days, but does not include sick time or worker’s compensation, are counted towards the forty hours for overtime purposes. All overtime hours must have prior approval of the Superintendent or his/her designee. Custodial overtime will be offered by seniority on a rotating basis. Double time will be paid for hours worked on Sunday in accordance with past practice.

G. Uniform Allowance

Cafeteria Employees - The District will provide annually to each cafeteria employee reimbursement for uniforms and shoes, provided that the employee submits to the District on or before October 1 of each school year appropriate sales receipt(s) or other verification of purchase. The reimbursement will be $105.00 per year for the term of this agreement. The value of reimbursement for shoes will be treated as compensation in accordance with law.

Custodial and Maintenance Employees – All custodial and maintenance employees are required to wear the uniforms that are provided. The District will provide each employee with the following items: five (5) T-Shirts, five (5) pairs of pants, five (5) shirts – blue and white striped, and five (5) pairs of shorts. The District will provide annually to each custodial and maintenance employee reimbursement for up to $50.00 for work boots, provided that the employee submits to the District on or before October 1 of each school year appropriate sales receipt(s) or other verification of purchase. Custodial and maintenance employees will be required to wear work boots. The District reserves the right to require that pants be worn instead of shorts depending on the type of work to be done.
ARTICLE X
EMPLOYEE BENEFITS

A. Consortium Membership and Plans

The District and the Association have agreed and are party to a Memorandum of Understanding authorizing the District to participate in the Bucks and Montgomery County School Districts' Trust Fund (hereinafter referred to as the Consortium) for purposes of providing medical, prescription, and potentially dental benefits.

The parties agree that the plans available to the employees of the District, covered by this collective bargaining agreement, will be limited to preferred plans as identified by the Trustees of the Consortium. For the 2016-17 year, those plans are: BMCS Open Choice 1, BMCS Open Choice 2, and BMCS POS. The parties recognize and agree that the individual benefits, benefit limits and benefit co-pays set forth in the preferred plans may be changed by the Trustees during the course of this Agreement.

The Association agrees to cooperate with, support, and implement wellness initiatives developed and approved by the Trust.

Nothing in this paragraph will be construed to prevent the District from procuring the employee benefits currently provided by the Trust from another source during the term of this Agreement as provided in this Article, Section E.

B. Hospitalization and Medical

1. The District shall provide individual and dependent hospitalization and medical benefits for all regular full-time employees. Full-time employees will be eligible for individual and dependent benefits after successful completion of the probationary period. The benchmark plan provided for 2016-17 shall be BMCS Open Choice 1. Beginning on July 1, 2016, each employee shall pay premium contributions of 8% of the cost of the tier of coverage selected for BMCS Open Choice 1. Premium contributions for other available plans as defined in Paragraph A above will be determined each year based on the actuarial ratio of each plan in comparison to the benchmark plan. Beginning on July 1, 2017 and for the duration of the agreement, each employee shall pay premium contributions of 10% of the cost of the tier of coverage selected for BMCS Open Choice 1, or if BMCS Open Choice 1 is not available, for the highest rated plan offered by the Consortium. Premium contributions for other available plans as defined in Paragraph A above will be determined each year based on the actuarial ratio of each plan in comparison to the benchmark plan. The required annual employee premium contribution for the insurance provided will be deducted in approximately equal amounts from each of the twenty six (26) regular pays.

2. The District shall provide individual (single) hospitalization and medical benefits for all regular Category A part-time employees once the employee has successfully completed the probationary period. The benchmark plan provided for 2016-17 shall be BMCS Open Choice 1. Beginning on July 1, 2016, each employee shall pay premium contributions of 8% of the cost of single coverage for BMCS Open Choice 1. Premium contributions for other available plans as defined in Paragraph A above will be determined each year based on the actuarial ratio of each plan in comparison
to the benchmark plan. Beginning on July 1, 2017 and for the duration of the agreement, each employee shall pay premium contributions of 10% of the cost of the cost of single coverage for BMCS Open Choice 1, or if BMCS Open Choice 1 is not available, for the highest rated plan offered by the Consortium. Premium contributions for single coverage for other available plans as defined in Paragraph A above will be determined each year based on the actuarial ratio of each plan in comparison to the benchmark plan. At the election of the employee, dependent coverage shall be provided, in which event the employee shall pay fifty percent (50%) of the premium for the type of coverage selected. The District will determine the required employee annual premium contribution amount for the period from September 1 through August 31 to be deducted based on the coverage the employee selects. This amount will be deducted in equal amounts for the eighteen checks starting with the second check in September. If an individual leaves the employment of the District for any reason, he/she will be reimbursed for any excess amount that was deducted for months in which District insurance will not be provided. Also, the employee will have any additional amounts owed to the District deducted from his/her final pay. If the final check is not sufficient to pay the amount owed, the individual will be billed for the additional amount.

3. The Association agrees to accept any change in benchmark plan that is agreed to by QCEA during the life of this agreement. Any change to the benchmark plan would be implemented in the same manner and at the same time as the changes for the QCEA bargaining unit.

4. Regular Category B part-time employees not provided District-paid medical benefits will have the option of participating in the District’s hospitalization, medical, and dental programs with the group premium rate cost paid by the employee.

5. Any employee who is purchasing insurance will be expected to pay prior to the twentieth day of each month the next month’s premium. If the premium payment is not received in the District’s business office by the twenty-fifth day of the month, the coverage for which the employee is paying will be discontinued effective the first day of the next month.

6. Per the Memorandum of Agreement regarding subcontracting of food service executed by the parties, effective July 1, 2013, all food service employees eligible for medical coverage under Article 10, Section A of the 2011-2013 CBA shall be required to pay 50% of the premium for that coverage. Employees receiving medical benefits from the District on June 30, 2013 will continue to be eligible to receive medical benefits under this paragraph for the duration of the term of this CBA. Any food service employee not receiving medical benefits from the District on June 30, 2013 will not be eligible to receive medical benefits for the term of the this CBA, except as required by law.

C. **Dental Insurance**

1. The District shall provide individual and dependent dental insurance providing full coverage of oral surgery and fifty percent (50%) coverage for prosthetics, crown, inlay and onlay restoration, periodontics and orthodontics for regular full-time employees. The maximum amount reimbursed for orthodontics will be $1,000.00 per individual. Beginning October 1, 2013, full time employees will pay the same percentage of the premium for dental coverage as for medical coverage as specified in Section A.1. above.
2. The District shall provide individual dental insurance providing full coverage of oral surgery and fifty percent (50%) coverage for prosthetics, crown, inlay and onlay restoration, periodontics, and orthodontics for regular Category A part-time employees. The maximum amount reimbursed for orthodontics will be $1,000.00 per individual. Beginning October 1, 2013, Category A employees will pay the same percentage of the premium for single dental coverage as for medical coverage as specified in Section A.2. above. At the election of the employee, dependent coverage shall be provided in which event the employee shall pay fifty percent (50%) of the premium for such individual and dependent coverage.

3. Per the Memorandum of Agreement regarding subcontracting of food service executed by the parties, effective July 1, 2013, all food service employees eligible for dental coverage under Article 10, Section B of the 2011-2013 CBA shall be required to pay 100% of the premium for that coverage.

D. Prescription Drug

1. The District shall provide individual and dependent prescription drug insurance to regular full-time employees with a $5.00 employee co-payment for each generic prescription, a $20.00 employee co-payment for each preferred brand prescription and a $40.00 employee co-payment for each non-preferred brand prescription. A 90 day mail order option will be available with a zero employee co-payment for each generic prescription, a $10.00 employee co-payment for each preferred brand prescription, and a $20.00 employee co-payment for each non-preferred brand prescription. The listed employee co-payments will apply regardless of whether a generic drug is available and regardless of whether the prescription is “Dispense as Written”. The list of preferred brands will be in accordance with the formulary list of the District’s prescription benefit manager in effect on the date the prescription is filled. Beginning October 1, 2013, full time employees will pay the same percentage of the premium for prescription coverage as for medical coverage as specified in Section A.1. above.

2. The District shall provide individual prescription drug coverage to regular Category A employees who have successfully completed their probationary period with a $5.00 employee co-payment for each generic prescription, a $20.00 employee co-payment for each preferred brand prescription and a $40.00 employee co-payment for each non-preferred brand prescription. A 90 day mail order option will be available with a zero employee co-payment for each generic prescription, a $10.00 employee co-payment for each preferred brand prescription, and a $20.00 employee co-payment for each non-preferred brand prescription. The listed employee co-payments will apply regardless of whether a generic drug is available and regardless of whether the prescription is “Dispense as Written”. The list of preferred brands will be in accordance with the formulary list of the District’s prescription benefit manager in effect on the date the prescription is filled.

Each Category A employee shall pay premium contributions of 50% of the cost of individual prescription drug insurance. All Category A employees are required to enroll in the prescription drug program (when they have successfully completed their probationary period) as described in this section and pay the 50% premium contribution amount, provided that Category A employees who waive medical coverage will not have to participate in the prescription coverage. The effective date for new employees will be the first day of the month following successful completion of the probationary period.
E. **Source of Coverage**

The District shall not be obligated to provide the foregoing benefits through any particular provider or carrier, but rather, may provide the foregoing benefits through an insurance policy, trust, plan, self-insured program or any other means which it deems appropriate from time to time, provided that the extent of such benefits is substantially similar. QESPA will participate in the same plans as QCEA. It is specifically understood that the District may change the source of coverage during the term of this Agreement and that there shall be no past practice established as to any particular source of coverage during the term of this Agreement provided, however, that the District, without relinquishing its right to unilaterally act as specified herein, shall grant the Association sixty (60) days for the purpose of granting the Association an opportunity to confer with the District regarding the same.

F. **Cost Containment**

1. During the term of this Agreement, the District shall have the right to institute, delete or modify the full range of all cost containment measures in hospitalization, surgical, dental or major medical coverage, provided that benefits shall not be reduced.

2. In the event that two (2) employees are married to each other, the District only shall be obligated to purchase one (1) health, dental or similar benefit policy per married couple.

G. **Life Insurance**

The District shall provide the following levels of life insurance during the term of this agreement:

- Full-time: $50,000
- Part-time A: $40,000
- Part-time B: $30,000

H. **Disability Insurance**

The District shall provide disability income protection insurance, in an amount not to exceed two-thirds (2/3) of the daily rate of compensation at the commencement of the disability, to full-time regular employees. Employees shall be obligated to use their accumulated paid or sick leave prior to use of such disability income protection insurance coverage. Benefits may vary from $28 to $56 per day depending on the number of days of accumulated sick leave existing at the beginning of the disability.
I. **Workers' Compensation**

The District will provide payment for workers' compensation insurance coverage. For a period of sixteen (16) weeks following a work-related injury, employees who incur work related injuries or illnesses determined to be compensable by the District's workers' compensation insurance carrier will be paid the differential between their regular pay and their worker's compensation pay by the District. Such employees shall not be eligible for disability income protection benefits, and, for a period of sixteen (16) weeks, they will not be charged for sick leave during the time they receive workers' compensation benefits. Following the sixteen (16) week period, employees receiving workers' compensation may apply for unpaid leave in accordance with Article XI, Section J, and may purchase medical benefits at their own expense if they want to continue coverage during their worker's compensation absence. The period of time for which a pay differential will be paid may be extended beyond sixteen (16) weeks due to extraordinary circumstances, at the District's sole discretion.

J. **Impact of PPACA**

During the term of this agreement should there be modifications to the Patient Protection and Affordable Care Act as amended, or any federal law successor or similar state legislation, interpretative regulations thereto, or should there be any court rulings impacting such laws or regulations which cause a significant increase in health care costs to the District than the costs contemplated as of the date of ratification, as solely determined by the District, the following process shall be followed:

a. The District shall notify the Association that it has decided that a significant increase in health care costs has developed due to one of the reasons noted above and what it intends to do to eliminate those increases.

b. In the absence of mutual agreement on how the issue will be addressed within thirty (30) calendar days after the District provides the information required by Section a, a disagreement will be deemed to exist. Either party may then request binding arbitration by notifying the other with ten (10) days of the disagreement date. A request to the Pennsylvania Bureau of Medication for a list of arbitrators will be made by the notifying party immediately thereafter and an arbitrator will be selected from the list. The arbitration concerning this issue will proceed as follows:

c. Within ten (10) calendar days of the receipt of the request to arbitrate each party shall submit to the other its proposal for addressing the issue.

d. The selected arbitrator shall be required to conduct a hearing within 30 days or as soon as practicable thereafter, and then shall be required to choose either the Association’s proposal or the District’s proposal. The proposal selected by the arbitrator shall become a part of the Agreement and will supersede any affected provisions of the Agreement.

**ARTICLE XI**  
**HOLIDAYS AND VACATIONS**

A. **Holidays**

All regular full-time employees shall receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, the Monday after Thanksgiving and Memorial Day provided school is not in session. In the event school is in
session on one of the designated paid holidays, regular full time employees will receive a floating holiday instead of the designated holiday. On an annual basis, the District will schedule an additional five paid holidays for regular full-time employees having at least three full years of service.

B. Annual Vacation Allowance

1. Except as otherwise specified in this Agreement, all regular full-time employees shall be entitled to paid annual vacations according to the following schedule. The "years worked" toward these annual vacations shall be full years completed and shall be computed from the employee's anniversary date of initial employment in a full-time position. When an employee's anniversary date occurs during the year, the vacation allowance will be pro-rated corresponding to the months in the year at each level.

Beginning with the 2010-11 year, the vacation allowances shall be as follows:

<table>
<thead>
<tr>
<th>Years Worked</th>
<th>Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5.99</td>
<td>Ten (10) days</td>
</tr>
<tr>
<td>6 – 9.99</td>
<td>Fifteen (15) days</td>
</tr>
<tr>
<td>10 and over</td>
<td>Twenty (20) days</td>
</tr>
</tbody>
</table>

2. Employees who are eligible for vacations under the terms of this Agreement shall request permission from the immediate supervisor, in writing, the use of earned vacation time at least twenty (20) days before the proposed start of the vacation provided that the District may elect to grant vacation requested in less than twenty (20) days on a case-by-case non-precedential basis. The District shall base its decision on whether to grant permission for said vacation on whether adequate staffing of the schools exists during the requested vacation period. If the District is unable to grant all vacation requests because of inadequate staffing, seniority will govern as to which requests will be granted.

3. Custodial employees will put their vacation requests in writing during the period of January 1 to January 31 for the upcoming fiscal year (i.e. between January 1 to January 31, 2016 for the 2016-17 fiscal year.) Vacation requests submitted by the January 31st deadline shall be granted on the basis of seniority, subject to paragraph 2 above. All vacation requests for the next fiscal year that are received after January 31 will be granted on a first come, first served basis subject to availability of the date for additional vacation requests per paragraph 2 above.

4. Vacation time shall not be cumulative and will be lost if not used within six months (December 31st) of the end of the fiscal year in which it was earned.

ARTICLE XII
LEAVES

A. Family and Medical Leave Act (FMLA) Leave

Family Medical Leave will be provided and administered in accordance with applicable laws and regulations as published by the United States Department of Labor and as outlined in Board Policy.
1. Eligibility for family medical leave will be determined in accordance with the provisions of the Family Medical Leave Act. Employees who have worked for the District for a total of 12 months and have worked at least 1250 hours during the 12 month period preceding the commencement of the leave period shall be eligible for unpaid family and medical leave for the purposes specified in the Act.

2. Intermittent leave will be provided in accordance with the law. If intermittent leave is utilized, it may not be utilized in less than one-half day increments. If intermittent leave is requested, the District may require the employee to transfer temporarily to an equivalent, alternative position which better accommodates recurring periods of absence or a part-time schedule.

3. Where an employee is eligible for family medical leave for personal illness and the employee is also eligible for personal leave and sick leave pursuant to Article XII, Sections B and D of this CBA, the employee must utilize personal leave and utilize sick leave for the period of the leave. The District shall be obligated to provide as FMLA leave only the difference, if any, between the amount of paid leave and the employee’s remaining annual entitlement to FMLA leave.

4. Where an employee is eligible for family medical leave for other than personal illness and the employee is eligible for personal leave pursuant to Article XII, Sections B and D of this CBA, the employee must utilize the personal leave first and the District shall be obligated to provide as FMLA leave only the difference, if any, between the amount of personal leave and the employee’s remaining annual entitlement to FMLA leave.

   A. Employment and Benefits Protection While on Leave

      1. If, at the conclusion of the leave set forth above, the job held by the employee before going on family and medical leave is available, the Board shall offer the employee that position. If such job is not vacant and available, the Board shall offer the employee any other available position within the bargaining unit for which the employee is qualified until such time as the Board reasonably can offer the employee the job the employee held before going on extended absence, or a job substantially similar to the previous job.

      2. In the event the employee fails to return to work, the employer may recover the amount expended on benefits during the unpaid leave to the extent permitted by law unless the employee fails to return due to circumstances beyond the control of the employee.

   B. Personal Leave

      Each regular full-time employee and part-time employee may be granted up to four (4) unconditional personal leave days per school year for the conduct of personal business. An employee desiring to use a personal leave day shall submit to his/her immediate supervisor 72 hours’ notice of the use of such personal leave. To use an unconditional leave day with less than 72 hours notice and administrative approval, the employee must provide an eligible reason as defined in Section C to take the leave day with less than the required 72 hours notice. Personal leave days shall not be granted during the first five (5) days or the final five (5) days of the school calendar or the day before or the day after a school vacation or holiday if the District deems the grant of leave at that time to be administratively impracticable. Personal leave days are not cumulative and any unused personal leave time will be converted to sick leave at the end of the school year.
C. Emergency Leave

Each full-time and part-time employee can use personal leave as described in Section B for emergency reasons. On a case-by-case, nonprecedential basis, the District may extend the period of emergency leave at its discretion as the exigencies of the situation may warrant. Emergency use of personal leave days may be requested for the following emergencies or special types of absence:

1. Disaster to an owned or rented house, condominium or apartment;

2. Family emergencies such as a serious accident or serious illness of a member of the employee’s immediate family or near relative;

3. Surgical operation on a member of the immediate family;

4. Medical tests and evaluations of the employee which cannot be scheduled outside of the normal school day;

5. Birth of an employee’s child;

6. As a plaintiff, defendant or witness in legal proceedings not involving the District; and

7. Other reasons as defined by the Superintendent and/or his or her designee. The Superintendent and/or his or her designee shall be contacted in advance concerning days not clearly covered by the above provisions.

8. Requests shall be submitted on the approved form (attached hereto as Appendix C) to the principal or other immediate supervisor and shall give the District as much notice as is practicable.

D. Sick Leave

Whenever an employee is prevented by illness or accidental injury from performing his or her duties pursuant to employment, the District shall pay such employee full compensation, excluding overtime, for each day of such absence as if the employee were actually engaged in the performance of his or her duties provided that said employee has a corresponding number of accumulated sick leave days.

1. An employee shall not be paid for sick leave if an accidental injury which results in such sick leave occurs while the employee is engaged in remunerative work unrelated to school duties.

2. Sick leave shall be applicable only if the employee is ill or injured on days during which he or she is normally scheduled to work. Sick leave is not applicable to overtime periods. Sick leave will not be paid for days on which the employee is on vacation or leave of absence.

3. A physician’s or practitioner’s certificate of illness will be required after five (5) or more consecutive days of absence on sick leave and may be required of employees for any sick leave
absence if the District has a reasonable suspicion of sick leave abuse. In investigating sick leave abuse, the District, at its discretion, may direct the employee to be examined by the District's physician at the District's expense.

4. No sick leave shall be earned until the probationary period has expired. The accumulation of sick leave shall begin with the first day of the following month. No sick leave shall be taken until it is earned. When an employee exhausts all accumulated sick leave, those days absent from work and charged as sick days will result in loss of pay for those days, except for instances when the District advances sick leave to an employee. Sick leave advances shall be granted on a case-by-case, nonprecedential basis.

5. Employees shall accrue sick leave on a pro rata basis at a rate of twelve days for each two hundred sixty days worked during the calendar year. Employees shall accumulate all accrued but unused sick leave.

6. Employees who fail to notify their immediate supervisor of their unavailability due to illness at least one (1) hour before the normally scheduled day may have their sick pay for that day forfeited.

7. Employees may use up to five (5) of their own sick days each year for family illness to care for a sick spouse, parent, or child. The District may require a doctor's note from the ill family member's physician for any family illness absence of three (3) days or more.

E. Bereavement Leave

Whenever an employee suffers the death of a father, mother, son, daughter, wife, husband, brother, sister, or parent-in-law, he or she shall be excused from duty for a period of five (5) consecutive work days from the date of death, and shall be compensated for all regularly scheduled workdays, excluding overtime periods, which fall within said period. Whenever an employee suffers the death of a grandchild, grandparent, near relative who resided in the same household as the employee or anyone with whom the employee has made his/her home, he or she shall be excused from duty for a period of three (3) consecutive work days from the date of death, and shall be compensated for all regularly scheduled workdays, excluding overtime periods, which fall within said period. Whenever an employee suffers the death of a first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, he or she shall be excused from duty for one workday and shall be compensated for his or her regularly scheduled work hours, excluding overtime periods. Employees utilizing bereavement leave must submit proof of death and relationship to be entitled to leave under this section. A copy of the obituary notice listing the employee relative shall be acceptable proof. On a case-by-case nonprecedential basis, the District may extend the period of leave at its discretion as the exigencies of the situation may warrant. In situations when services or burial are not able to be held at the time of the death (i.e. due to weather, distance, or military arrangements), one (1) day of bereavement leave may be reserved to use on the date of the services. Use of this option must be indicated on the Request for Leave form submitted for the initial use of bereavement days. Later requests will not be approved.
F. Association Leave

The District shall grant the Association President and/or his/her designee up to twenty (20) days of Association Leave per fiscal year, which may be used hourly, provided that the use of such leave is applied for at least forty-eight hours before its occurrence and the Association pays the District the cost of employing any substitute employees.

G. Jury Duty

Any employee required to report for jury service shall be excused from duty for the hours or days he or she otherwise would have worked and shall be compensated for the difference between his or her regular compensation for such hours or day(s), excluding overtime, and any amount of jury pay. To receive such compensation, the employee must provide to the District proof of having been directed to report in connection with jury service and of moneys received for the same. Travel reimbursement shall be kept by the employee.

H. Witness Subpoena

Any employee required by subpoena to appear as a witness in a judicial proceeding as a representative of the District shall be excused from duty for the hours or days he or she otherwise would have worked and shall be compensated for the difference between his or her regular compensation for such hours or day(s), excluding overtime, and any witness fee received. If an employee is required by subpoena to appear as a witness in a judicial proceeding for any other reason, the employee must request a leave of absence pursuant to Article XII, Sections A or B herein.

I. Childrearing Leave

1. Employees shall be entitled to childrearing leave of absence without pay or benefits for a period not to exceed one and one-half (1½) years in connection with the birth or adoption of a child. Childrearing leave, when requested, will begin at the conclusion of Family Medical Leave, if the employee is eligible. During childrearing leave, an employee may purchase through the District, and at the sole expense of such employee, medically related benefits once any entitlement to benefits under the Family Medical Leave Act is exhausted.

2. Employees shall request childbearing and/or childrearing leaves of absence in writing no later than ninety (90) days prior to the birth or adoption of a child stating the anticipated date of birth or adoption, the desired commencement date of such leave and the desired date of return. Childbearing and childrearing leaves shall be requested in the same written request. A pregnant employee who incurs a medically recognized disability attributable to pregnancy prior to the date of her requested childbearing leave shall be eligible to utilize her accrued sick leave for such period during which she is unable to work as scheduled on account of such disability, provided that the employee provide a physician's certificate stating the existence of the disability, the nature of the disability and the approximate or anticipated period of such disability.

3. An employee may not return from childrearing leave prior to the return date specified in his or her written request for leave unless sixty (60) days' written notice is provided to the District,
although the District, in its sole discretion and on a case-by-case, non-precedential basis, may elect to waive such notice requirement and allow a sooner return date.

4. The District may, at its sole discretion, defer the return date of an employee's return from childrearing leave to the first date of the next regular semester following such leave.

5. Upon the employee's return from childrearing leave, the District shall attempt to place said employee in a similar, but not necessarily identical, position. An assignment may be in a different building.

J. Other Unpaid Leaves of Absence

Leaves of absence without pay for reasons other than those specified in this Article may be considered by the District on a case-by-case non-precedential basis. The grant or denial of any such unpaid leave for other reasons shall be in the sole discretion of the District. Unpaid personal days will not be approved for part time employees for trips or vacations during the school year but may be granted for family illness or other emergency reasons. Seniority shall accrue during any such unpaid leave of absence and the employee shall not be entitled to fringe benefits during such leave of absence, except that such employee may purchase through the District, at the sole expense of such employee, medically related benefits.

K. Propriety of Leave Requests

The District reserves the right before granting leaves of absence, and subsequent thereto, to investigate the circumstances of any requested leave and determine whether the same is or was justifiable. Notwithstanding any other provision of this Agreement, an employee who is granted a request for leave of absence pursuant to this Article, which request was premised upon a false statement of reason therefor or other fraudulent conduct or statements, may be subject to dismissal at the discretion of the District.

ARTICLE XIII
CONDITIONS OF EMPLOYMENT

A. Probationary Period

All new employees (including terminated employees, employees who have resigned and employees who have taken any leave of absence not approved by the Board of School Directors who are later rehired) shall be regarded as "probationary employees" for a period of sixty (60) days following their last date of hire, except that the District and the Association may agree, in writing, to extend such probationary period when warranted by individual circumstances. For custodial employees hired after June 15 and before the start of the next school year, the probationary period will not end until sixty (60) days from the date of hire or until thirty (30) days following the start of the next school year, whichever is later. The date of hire will be established as the date that the Board approves through official action at a public Board meeting. Only those days worked in which such employees complete fifty percent (50%) or more of their normal daily assignments shall be credited toward the completion of the sixty (60) day period. The District retains and shall be vested with the exclusive managerial right to transfer, discharge, layoff, suspend or discipline probationary employees without any regard to any other provision of this Agreement. Except as aforesaid, probationary employees shall be covered by all other terms and conditions of this Agreement except that they shall not
have access to the Grievance Procedure described in Article VII of this Agreement in connection with transfer, discharge, layoff, suspension, or other disciplinary action.

B. **Seniority**

For purposes of this Agreement, an employee’s seniority shall be determined by the length of continuous service in his/her current status as a regular full-time or regular part-time employee and within his/her job classification from the date such employee first reported for duties within said part-time or full-time status and job classification. Continuous service shall be broken by discharge, resignation or any leave of absence not approved by the Board of School Directors. Continuous service shall not be broken by the regular summer break in employment for regular part-time employees. Seniority as a regular part-time employee is transferrable if said employee is appointed to a full-time job assignment by the District in accordance with this Agreement. Seniority in one job classification is transferrable from one job classification to another job classification in the event that an employee is transferred/reassigned to a job assignment in a different job classification pursuant to this Agreement.

C. **Furloughs, Vacancies, Transfers and Posting**

1. **Furloughs.** The District shall furlough the least senior employee within a job classification and regular full-time and/or part-time status provided that any employee reassigned to avoid furlough is capable of performing his/her job assignment. An aide will only be eligible for reassignment to a position for which he/she is highly qualified per Chapter 14 regulations. To be considered for recall, furloughed employees must report to the District in writing their current address during the month of May each school year. A furloughed employee who fails to annually report his or her availability for reemployment or who fails to report to work within two (2) weeks after being recalled from layoff shall be considered as having resigned from employment with the District.

Prior to the furlough of any employee, the District will solicit volunteers for a voluntary layoff. Any employee who accepts voluntary layoff shall be entitled to the recall provisions of section C (1). All probationary employees shall be furloughed prior to the furlough of any regular full or part time employees in the same job classification.

2. **Filling of Vacancies.** The District shall have the right to hire non-employee applicants to fill vacant positions. However, the District shall be obligated to hire the most senior employee applicant if: (i) the District’s formal and informal assessments of the employee’s previous job performance indicates to the satisfaction of the Superintendent and/or his/her designee that the employee will be successful in the new job assignment and/or (ii) the employee is able to attain a satisfactory score established by the District on a job-related test devised by the District. Employees who apply for a vacancy will be given a trial period of forty-five (45) to adjust to their new duties. If, in the opinion of the District, a reassigned employee does not perform the duties of the new job assignment in a satisfactory and/or efficient manner, the District may return the reassigned employee to his or her former job assignment within the trial period of forty-five (45) days.

3. **Transfers.** A transfer occurs when the District reassigns employees in instances when no vacant job assignment exists. The District is entitled to transfer employees to job assignments within a job classification based on the District’s scheduling needs and/or the affected employees’ respective abilities as measured by the District’s formal and/or informal evaluation of employee job performance and/or a
satisfactory score on a job-related test. Where more than one employee becomes eligible for transfer, the least senior employee shall be selected. This provision shall not apply in the event the District decides to transfer an employee for disciplinary reasons.

4. **Posting of Job Openings.** The District shall post all QESPA job openings exclusively within the bargaining unit for five (5) working days. For positions posted when employees are not working, such as during vacation periods or during the summer months when school is not in session, the District will notify the President of the Association by e-mail. All postings may be by electronic means detailing the title, job duties, minimum requirements and qualifications, any other job requirements, and the starting wage.

Each applicant will be notified of the District decision when interviews are completed. Notification shall be by the Superintendent or his/her designee and will be in writing.

**ARTICLE XIV**

**FAIR SHARE**

The District shall abide by Act 84 of 1988 provided that the Association provides reliable documentation that 60% plus 1 of the members of the bargaining unit have voluntarily elected to be members of the Association. The Association also agrees to defend and hold the District harmless for any liability arising from its compliance with Act 84.

**ARTICLE XV**

**DUES CHECKOFF**

The Board agrees to deduct Association dues from the pay of each employee from whom it receives written authorization and will continue to make such deductions until written notification to discontinue the same is received. Employees must elect dues deduction at any time or if newly hired at the end of his/her probationary employment period. Dues deductions will be deducted from employee paychecks in sixteen installments commencing with the second pay date in October. Employees electing dues deduction after the second pay in October and newly hired employees electing dues deduction at the end of their probationary period will have their dues deducted over the remaining sixteen installments established for other employees at the same rate as other employees in the particular category.

All employees who have joined the Association or who join the Association in the future must remain members for the duration of the collective bargaining agreement. Any employee may resign from the Association during the period of fifteen (15) days prior to the contract expiration date.

Nothing contained in this Agreement shall be construed so as to require the Board to violate any applicable law.

**ARTICLE XVI**

**SUBCONTRACTING**

A. The District reserves the unilateral right to subcontract incidental bargaining unit work to third parties provided that before subcontracting, transferring, leasing or assigning work or services normally performed by bargaining unit employees, the District shall consult with the Association.
B. Notwithstanding the foregoing, the District reserves the right to contract for those services essential in the maintenance or buildings and grounds, including, without limitation, snow removal and equipment and building repairs, without the necessity of consultation with the Association.

C. During the term of this Agreement, the parties agree that the District reserves the right to subcontract the operation of its food service program to a third party, subject to the discharge of its bargaining obligation to the Association. Such bargaining shall not exceed sixty (60) days absent mutual agreement to extend the time period within which to bargain. The District agrees not to exercise its right to subcontract food service under this section until no sooner than July 1, 2020. Thereafter, it retains its right, relative to subcontracting food service as set forth in this section if there are not acceptable cost savings as determined by the District.

D. Effective upon ratification and not withstanding any provision in the agreement to the contrary, the District shall have the right to continue subcontracting all custodial positions except the 8 custodial positions currently held by District employees.

E. The Memorandum of Agreement between the District and the Association regarding the subcontracting of food services is attached to this Agreement as Appendix D and is incorporated herein by reference. In the event of any discrepancy between the provisions of this Agreement and the language of the Memorandum of Agreement with regards to food services, the Memorandum of Agreement shall govern. Effective July 1, 2016 Paragraph #8 of the food services Memorandum of Agreement will be deleted.

F. The parties agree that the 8 remaining custodial positions that may become vacant for any reason after the process set forth in Section D for which a replacement is deemed by the District to be required, may be filled at the District’s discretion by a third party contractor.

G. During the term of this Agreement, the parties agree that the District, upon the determination by the District that the hybrid custodial program resulting from the subcontracting referenced in Section D above is not effective reserves the right to subcontract its remaining custodial operations to a third party. In the event the hybrid custodial program is deemed ineffective by the District, the Association will be given written notice of the deficiencies and the Association will have 60 days to work with the District to implement corrective actions. If the District determines that the corrective actions are ineffective, the remaining custodial positions may be subcontracted, subject to the discharge of its bargaining obligation to the Association. Such bargaining shall not exceed sixty (60) days absent mutual agreement to extend the time period within which to bargain. The District agrees not to invoke its right to subcontract its remaining custodial operations under this section prior to February 28, 2015, except by attrition as described in Section D. above.

H. During the term of this Agreement, the District shall have the unilateral right to subcontract one to one aide positions for a temporary time period. Temporary time period shall be defined as the time from when a student is identified as needing a one to one aide through the time that the student is re-evaluated.

I. During the term of this Agreement only, the District agrees not to subcontract aide (other than as provided in section H above), maintenance, or clerical operations to a third party. The District reserves all other management rights regarding subcontracting and specifically reserves the subcontracting rights enumerated in Paragraphs A and B above. It is specifically agreed that this Paragraph I expires on the day
before this Agreement expires on June 30, 2020. Nothing in this Paragraph is intended to restrict the District’s unilateral right to continue to subcontract in accordance with Paragraph A and Paragraph B above during the term of this Agreement.

ARTICLE XVII
USE OF FACILITIES

The Association shall have the right to the use of bulletin board space to be determined by the Superintendent or his/her designee in each building and shall have the right to use of school buildings for the purpose of Association business, including meetings when said buildings are not in use, upon advance approval of the Board or its designee (Building Principal with notification to the Superintendent). The Association shall have the right to use the inter-school mail, district e-mail, school mailboxes and, with the approval of the principal or his/her designee, the public address system. The Association may be granted permission by the Board to use school equipment provided the Association reimburses the Board for any materials or supplies used or equipment damaged as a result of such use.

ARTICLE XVIII
SEPARATION

Any classified employee intending to resign is expected to give a minimum of two (2) weeks' written notice to the Secretary of the Board of School Directors.

ARTICLE XIX
STATUTORY SAVINGS CLAUSE

Nothing contained in this Agreement shall be construed to deny or restrict the District or any employee the rights it/he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations which govern the collective bargaining relationship between the parties to this Agreement. This statutory savings clause shall not be interpreted to incorporate by reference into this Agreement the Public School Code, Act 195 or other applicable laws and regulations mentioned herein.

ARTICLE XX
REQUIREMENTS COINCIDENT WITH DISCIPLINARY PROCEEDINGS

Whenever an employee is expected to attend a meeting during which he/she will be disciplined by the District, he/she shall be entitled to be accompanied by a representative of the Association. Additionally, the District shall provide any employee subject to discipline with all information forming the basis of the same within a reasonable period of time after the imposition of the discipline.
ARTICLE XXI
NONDISCRIMINATION

The District and Association agree that they will not discriminate against any employee on account
of race, religion, age, sex, national origin or disability provided, however, that the proper forum for resolving
such discrimination claims shall not be the grievance procedure.

ARTICLE XXII
SUBSTITUTE EMPLOYEES

A long-term substitute employee (LTS) is an employee who is hired by the District to perform duties
for a period of forty-five (45) consecutive work days in the stead of an employee absent from his/her job
assignment as a result of sick leave usage or a District-approved leave of absence. Day-to-day substitute
employees are employees who perform duties for less than forty-five (45) consecutive work days in the stead
of an employee absent from his/her duties as a result of sick leave usage or a District-approved leave of
absence. Day-to-day substitute employees are not members of the bargaining unit.

LTSs shall be paid at a rate established by the District and shall not receive fringe benefits. LTSs are
not entitled to any special or preferential consideration for any vacancy in the bargaining unit and shall be
treated as a nonemployee applicant. The termination of an LTS's employment after or during a job
assignment shall not be subject to the grievance procedure.

Articles IX, X, XI, XII and XIII of this Agreement shall not apply to LTSs.

ARTICLE XXIII
PERSONNEL FILE

The District agrees to permit employees access to their personnel files in accordance with 24 P.S. §
1321, et seq. Additionally, employees shall be granted the right to place in their personnel files an answer or
rebuttal to any information contained therein. Such answers or rebuttals shall become part of the employee's
personnel file.

ARTICLE XXIV
REIMBURSEMENT FOR TRAVEL EXPENSES

Upon advance written approval of the Board or its designee, any employee required to conduct
District business shall be reimbursed for travel expenses for the required use of a personal vehicle and shall
be reimbursed for all other reasonable expenditures made necessary by the nature of said business,
supported by receipts of payments for such expenditures. Each July 1, the rate of mileage reimbursement
shall be the minimum amount permitted by the Internal Revenue Service for mileage expense deductions as
the preceding January 1.
ARTICLE XXV
DISTRICT AND ASSOCIATION RIGHT TO INFORMATION

The District and Association agree to furnish to each other, within a reasonable period of time, information essential to collective bargaining and the processing of grievances.

ARTICLE XXVI
PRINTING AGREEMENT

The parties agree that this Agreement will be posted to the District intranet where it will be available to all employees.

ARTICLE XXVII
MEET AND DISCUSS

The Administration agrees to comply with all Meet and Discuss Requirements as required by law pursuant to Section 702 of Act 195, the Pennsylvania Public Employee Relations Act.

ARTICLE XXIII
BREAKS

In instances when the Administration determines that it is administratively practicable, full-time and part-time Category A employees except for cafeteria employees, will receive morning and afternoon breaks, the length of which shall be determined by the Administration. Both full-time and part-time employees, except for cafeteria employees, will receive a thirty (30) minute unpaid lunch break. Part time employees may elect to not take the thirty (30) minute unpaid lunch if the supervisor agrees to the schedule. During the course of the school year, cafeteria employees shall receive an average of a twenty (20) minute paid lunch break as scheduled by the Administration.

ARTICLE XXIX
TEMPORARY ASSIGNMENT

Any employee temporarily assigned to perform the duties of another employee will receive the absent employee's rate of pay or his/her own rate of pay, whichever is higher, for all hours worked provided that any such increase in pay shall not be owed by the District unless the employee substituting is performing more complex, demanding or qualitatively different job duties. The elevated rate of pay including shift differential and supervisory factor, if applicable, shall be paid from the 1st day worked in the temporary job assignment. An employee temporarily assigned will not lose any differential or supervisory factor pay. Provisions governing temporary assignment of an aide to cover a full day secretary absence is as provided in Article IX, Section D.5.

ARTICLE XXX
SERVICE INCREMENT

All full-time employees shall be given an additional $300.00 upon completion of a confirmed twenty (20) years of services in the Quakertown Community School District.
All full-time employees shall be given an additional $300.00 upon completion of a confirmed twenty-five (25) years of service in the Quakertown Community School District.

All part-time employees shall be given an additional $300.00 upon completion of a confirmed twenty (20) years of service in the Quakertown Community School District.

All service increment amounts will be paid in a lump sum in May of each year.

ARTICLE XXXI
CREDIT REIMBURSEMENT

Full-time employees and part-time employees shall be reimbursed for up to $150.00 per credit for up to nine credits per year for courses of study provided: (i) the course of study is pre-approved by the District; and (ii) the employee attains a grade of B or above or a grade of satisfactory or pass in instances when varied letter grades are not awarded. Employees shall be eligible for such reimbursement after completion of at least one (1) year of employment in the District. Courses may be pursued in a state accredited college or university or at a technical or other school approved by the District. All requests for pre-approval shall be made on the form attached as Appendix D.

ARTICLE XXXII
RETIREMENT SEVERANCE

An employee who retires (retirement being defined as having a minimum of 25 eligibility points for PSERS or being at least 55 years old upon severance from the School District) shall be entitled to a retirement severance payment for unused sick leave as of the date of retirement as listed below.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
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<td>Full-time:</td>
<td>$35 per day</td>
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<tr>
<td>Part time:</td>
<td>$30 per day</td>
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Payment must be made to a 403b plan.

Custodial employees eligible for normal PSERS retirement as of September 1, 2013 (age 62 with 1 year or more of credited service, age 60 and 30 years of credited service or 35 years of credited service at any age) who submit an irrevocable letter of intent to retire on or before September 12, 2013 with an effective date of retirement on or before September 30, 2013, will be eligible for a one-time $5,000 retirement payment in addition to the payment for unused sick leave above. Payment must be made to a 403b plan.

ARTICLE XXXIII
PROFESSIONAL DEVELOPMENT FOR SPECIAL EDUCATION AIDES

The District will provide and designate six (6) hours per year of professional development for special education aides who are required to meet the Chapter 14 professional development requirements. Special education aides will be eligible to be paid for the six (6) hours referenced in this section during the 2013-14 school year. Effective July 1, 2014, the hours provided or designated and eligible for pay will be increased to twenty (20) hours. The District reserves the right to designate the professional development opportunities that are available for pay. Special education aides who elect to
complete the hours required by Chapter 14 through other non-District-designated professional
development activities are not eligible for pay.

ARTICLE XXXIV
USE OF TECHNOLOGY

The District may implement at its discretion the use of any technology-based formats to replace
paper based formats, and to meet any of the requirements of this Agreement, provided that the District
agrees to provide a worksite location for computer and internet access for employees who do not have
internet or computer access available to them elsewhere. Included under this section by way of
example are direct deposit, distributing postings electronically, electronic access for pay stubs and
attendance information, conducting open enrollment and similar processes. This list is representative
only and is not intended to limit the District’s ability to use technology options. The District will provide
appropriate information, training, and assistance to employees when a new technology option is
implemented.

ARTICLE XXXV
DISTRICT/ASSOCIATION COST SAVING COMMITTEE

The District and the Association agree to form a joint labor/management committee to consider
and evaluate employee suggestions for measures that could generate cost savings for the District. The
parties agree that this committee will meet at least twice per year, or more often if necessary and
agreeable to both parties. Suggestions for cost saving measures will be submitted in advance of a
scheduled meeting on a form designated for this purpose. It is expected that cost savings suggestions
that are submitted will relate to work and operations performed by members of the bargaining unit.
Acceptable suggestions must be new, that is, must not duplicate cost savings measures already
implemented or in progress.

At each meeting, the committee will review submitted cost-saving suggestions and evaluate
them based on originality (i.e. has the suggestion already been reviewed and implemented or rejected
previously,) feasibility (can the suggestion be implemented efficiently, legally, and without
compromising acceptable levels of service,) and the expected cost savings that would result from
implementing the suggestion. For each suggestion, the committee will recommend implementation,
refer the suggestion for further research/study, or reject the suggestion based on duplication,
unfeasibility, or related factors. If there is no agreement on the suggestion, the decision of the District
shall be final and shall not be subject to the grievance process. Any suggestion that would affect the
requirements of any collective bargaining agreement or negatively affect any employee group must be
approved by the affected employee group(s) and by the Board of School Directors.

For each suggestion recommended for implementation, the District will calculate and verify the
actual cost savings for the one year period following the implementation and will share the details of
that calculation with the Association. Once documented, an amount equal to 50% of those savings will
be paid to all the members of the bargaining unit in a lump sum. The amount paid to each member will
be determined in proportion to the number of hours worked in the one year period after
implementation of the suggestion. This amount is a one time payment and is not added to base salary.
Lump sum payments for multiple cost saving suggestions may be aggregated and paid at one time,
provided that payment for implemented suggestions will be made not less than one time per year. Any suggestion that will result in a payment of an amount exceeding $200 per employee must be approved by the Board of School Directors.

ARTICLE XXXVI
Health and Safety

The District and Association both recognize the importance of a safe working environment and have a shared commitment to maintaining such.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this Agreement between the Quakertown Community School District and the Quakertown Education Support Professionals, intending to be legally bound hereby, this 26th day of May, 2016.

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

Alice Bishop
Secretary

Paul Stepanoff, President
Board of School Directors

QUAKERTOWN EDUCATION SUPPORT PROFESSIONALS

Scott Hendricks, President
APPENDIX A

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

Verification of Grievance Filing and Processing

No. _____ of 20 _____ Date Filed: ________________

Name of Grievant: ______________________ Position: ____________

Date Received by District: __________________________

Date of, and Facts Giving Rise to, Grievance: ________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Specific Contract Provisions Alleged to Have Been Violated:

________________________________________________________________________

Specific Relief Sought: ____________________________________________

________________________________________________________________________

________________________________________________________________________
Supervisor's Step I Reply: ______________________________________

_________________________________________________________

_________________________________________________________


(Signature of Immediate Supervisor)

Date: ______________________________

Grievance Resolved: ______________________________________

(Signature of Grievant) (Date)

Grievance Appeal to Step II

Date of Appeal: ______________________________

Date Appeal Received by District: ______________________________

Basis of Appeal: ______________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

Superintendent's/Designee's Response: _______________________

_________________________________________________________

_________________________________________________________

_________________________________________________________
(Signature of Superintendent/Designee)

Date: ______________________________

Grievance Resolved: ______________________________

(Signature of Grievant) (Date)

Grievance Appeal to Step III

Date of Appeal: ______________________________

Date Appeal Received by District: ______________________________

Basis of Appeal: ______________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Board Response: ______________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Signature of Board Representative)

Date: ______________________________

Grievance Resolved: ___________________ ___________________
(Signature of Grievant) (Date)

Grievance Appeal to Arbitration

Date of Appeal: ______________________

Date Appeal Received by District: ______________________

Basis of Appeal: ______________________________________

____________________________________________________

____________________________________________________

____________________________________________________

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____________________________________________________

____________________________________________________

__________________________
Grievant
## Appendix B

### QESPA Salary Schedules

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<th>1.50% Maint</th>
<th>1.50% Secy FT</th>
<th>1.50% Secy PT</th>
<th>1.50% Malt</th>
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<th>1.50% Food - Helper</th>
<th>1.50% Custodian</th>
<th>1.50% Maint</th>
<th>1.50% Secy FT</th>
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</table>

* Schedules adjusted to 8 steps. Prior year step 2 became new year step 1.
* Step increase were recalculated using the old step 6 minus step 2 divided by 7.
* Anyone who did not get an increase due to the schedule change received 1.5%.

---

### QESPA TA Salary Schedules for Agreement
APPENDIX C
DONATED SICK DAYS

The purpose of this Appendix is to delineate the terms and conditions under which a support staff employee may request and receive donated sick days from other QESPA bargaining unit members. The purpose of permitting donated sick days is to provide assistance to an employee who has exhausted all paid leave available to the employee due to serious personal illness and who is experiencing financial hardship. The opportunity to donate sick days to a colleague is intended to be reserved for situations in which there is significant need.

Eligibility:

To be eligible to request donated days, the employee must meet the following eligibility requirements:

1. The employee must have been out of work due to personal illness for a period of at least 45 consecutive calendar days; and,
2. The employee must have used all of his/her sick and personal leave days; and
3. The employee must have continued to be out of work due to personal illness without pay for 5 work days after exhaustion of his/her sick and personal leave days.
4. In circumstances where the employee’s absences have been intermittent for the same illness, eligibility requirement #1 above may be modified accordingly to reflect the individual circumstances.

Process for Requesting Donated Days:

When the employee has met or anticipates meeting the eligibility requirements listed above, the employee can request donated sick days by completing a “QESPA Donated Sick Days Request Form”, including his/her signature, and submitting the completed form to the Director of Human Resources. The form must be accompanied by medical verification of the employee’s continuing disability. Donated days may not be requested for family illness.

The Director of Human Resources will verify the employee’s eligibility to request donated sick days and send a copy of the approved “QESPA Donated Sick Days Request Form” to a designated Association representative for distribution to the Association membership list. The medical verification information will be retained by the Director of Human Resources, and medical information will not be shared as part of the donated sick day request process.

Donating a Sick Day:
Bargaining unit members who would like to donate a sick day to the requesting employee print, complete, and sign the donation form and return the form in a confidential envelope to the Director of Human Resources by the deadline date indicated in the request. Members are limited to donating one (1) day per member per request. Donations are strictly voluntary on the part of the donating employee.

Receiving Donated Sick Days:

The Director of Human Resources will tabulate the donated days in the order received and notify the requesting employee of the number of days donated to him/her. The requesting employee will not be notified of the identity of the donors. Donations will be limited to 50 days per employee. The employee may request donated sick days only once during his/her employment with the District.

The donated days will be credited to the requesting employee and charged to the donor one day at a time in the order received. Each donor will receive confirmation that the donated day was charged when it is used – no deductions will be made from sick day allotments for the donor until that day is actually used by the requesting employee.

In the event that more days are donated than are needed by the requesting employee for the term of his/her illness, remaining unused days will be retained by the donors, not credited to the requesting employee.

During the period of time during which the requesting employee is using donated sick days, he/she must submit documentation on a monthly basis satisfactory to the Director of Human Resources confirming the continuation of the medical disability.

The Association will designate a representative to liaison with the District on matters related to the administration of donated sick day requests.

The Superintendent or his/her designee may waive strict enforcement of any provision of the requirements of this Appendix on a case-by-case basis in the interest of the District without creating a precedent or establishing a practice governing any future case.
APPENDIX D

MEMORANDUM OF AGREEMENT

WHEREAS, the Quakertown Community School District ("District") and Quakertown Educational Support Personnel Association ("Association") are parties to a Collective Bargaining Agreement ("CBA") which is scheduled to expire on June 30, 2013, and

WHEREAS, the District has advised the Association that it wishes to consider subcontracting food service; and

WHEREAS, the parties have begun negotiations for a successor CBA and over that possible subcontracting of food service; and

NOW THEREFORE, the parties, wishing to preserve food service jobs, have negotiated a resolution to the issue of subcontracting of food service as follows:

1. Effective July 1, 2013, food service employees shall be reclassified into two (2) classifications, Cook Baker and General Helper (see Attachment A).

2. Effective July 1, 2013, the hourly wage range for a Cook/Baker shall be $9.47/hour to $15.00/hour and for a General Helper shall be $9.15/hour to $14.50/hour with the employees on Attachment A receiving the wage rate set forth therein.

3. Effective July 1, 2013, all food service employees eligible for medical coverage under Article 10, Section A of the 2011-2013 CBA shall be required to pay 50% of the premium for that coverage. Employees receiving medical benefits from the District on June 30, 2013 will continue to be eligible to receive medical benefits under this paragraph for the duration of the term of the next CBA. Any food service employee not currently receiving medical benefits from the District will not be eligible to receive medical benefits for the term of the next CBA.

4. Effective July 1, 2013, the cash waiver for discontinuing medical coverage set forth in Article 10 E (i)(a) of the 2011-2013 CBA shall be eliminated for all food service employees.

5. Effective July 1, 2013, all food service employees eligible for dental coverage under Article 10, Section B of the 2011-2013 CBA shall be required to pay 100% of the premium for that coverage.

6. Effective July 1, 2013, notwithstanding any language that may suggest to the contrary and without conceding that in the 2011-2013 CBA it does not already have the right, the District will have the discretion to leave vacant or to reduce the hours of any food service position which becomes vacant.

7. Article XVI of the 2011-2013 CBA shall be modified so that the District agrees not to exercise its right to subcontract food service until no sooner than July 1, 2015. Thereafter, it retains its right, relative to subcontracting food service as set forth in Article XVI Section C if there are not acceptable cost savings as determined by the District.
8. Effective July 1, 2014, if the District’s food service revenues exceed expenses by more than 5% of Total Operating Expenses from the Statement of Revenues, Expenses, and Changes in Fund Balance Net Position from the PDE 2057 Annual Financial Report (hereinafter referred to as “Target Profit”) for any fiscal year, 50% of the balance of excess revenues over expenses exceeding the “Target Profit” shall be paid equally to each food service employee employed that year in a lump sum by June 30, or as soon as it is practicable once the final figures are known. The only wage increases in the hourly rates for food service employees during the term of this agreement shall be as a result of this paragraph. By way of an example, if Food Service Revenue in a fiscal year equals $2,000,000 and Total Operating Expenses for that fiscal year equal $1,900,000, the “Target Profit” is equal to 5% of $1,900,000, or $95,000. Revenues over Expenses (Profit) is equal to $100,000 ($2,000,000 - $1,900,000). The actual Profit exceeds the “Target Profit” by $5,000 ($100,000 - $95,000), so one half of $5,000, or $2,500 is distributed to food service employees as a lump sum, divided among them based on the total hours worked by each employee.

9. The District and Association agree that at the end of Year 1 (2013-14), District representatives will meet with labor representatives to review the performance of the food service department during the previous year, and to hear any labor representative recommendations for improvement in operations. Any such recommendations will be non-binding on the District.

10. The District is permitted to implement all the above modifications effective July 1, 2013 no matter the status of negotiations for an agreement to succeed the 2011-2013 CBA.

11. The Association agrees that it will not grieve or in any other manner challenge the right of the District to implement all the modifications contained in this MOA nor will it use the implementation of these modifications as the basis of a claim of an alteration of the status quo or of a unilateral change in working conditions.

12. Any dispute over the interpretation of this Memorandum of Agreement may be grievable/arbitrable and shall be governed by the timelines set forth in Article VII of the 2011-13 CBA.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the day and year first above written.

QUAKERTOWN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By

President

Date 5/22/13

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

By

President

Date 5/23/2013
MEMORANDUM OF AGREEMENT

WHEREAS, the Quakertown Community School District ("District") and Quakertown Educational Support Personnel Association ("Association") are parties to a Collective Bargaining Agreement ("CBA") which is scheduled to expire on June 30, 2013, and

WHEREAS, the District has advised the Association that it wishes to consider subcontracting food service; and

WHEREAS, the parties have begun negotiations for a successor CBA and over that possible subcontracting of food service; and

NOW THEREFORE, the parties, wishing to preserve food service jobs, have negotiated a resolution to the issue of subcontracting of food service as follows:

1. Effective July 1, 2013, food service employees shall be reclassified into two (2) classifications, Cook Baker and General Helper (see Attachment A).

2. Effective July 1, 2013, the hourly wage range for a Cook/Baker shall be $9.47/hour to $15.00/hour and for a General Helper shall be $9.15/hour to $14.50/hour with the employees on Attachment A receiving the wage rate set forth therein.

3. Effective July 1, 2013, all food service employees eligible for medical coverage under Article 10, Section A of the 2011-2013 CBA shall be required to pay 50% of the premium for that coverage. Employees receiving medical benefits from the District on June 30, 2013 will continue to be eligible to receive medical benefits under this paragraph for the duration of the term of the next CBA. Any food service employee not currently receiving medical benefits from the District will not be eligible to receive medical benefits for the term of the next CBA.

4. Effective July 1, 2013, the cash waiver for discontinuing medical coverage set forth in Article 10 E (i)(a) of the 2011-2013 CBA shall be eliminated for all food service employees.

5. Effective July 1, 2013, all food service employees eligible for dental coverage under Article 10, Section B of the 2011-2013 CBA shall be required to pay 100% of the premium for that coverage.

6. Effective July 1, 2013, notwithstanding any language that may suggest to the contrary and without conceding that in the 2011-2013 CBA it does not already have the right, the District will have the discretion to leave vacant or to reduce the hours of any food service position which becomes vacant.

7. Article XVI of the 2011-2013 CBA shall be modified so that the District agrees not to exercise its right to subcontract food service until no sooner than July 1, 2015. Thereafter, it retains its right, relative to subcontracting food service as set forth in Article XVI Section C if there are not acceptable cost savings as determined by the District.

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8. Effective July 1, 2014, if the District’s food service revenues exceed expenses by more than 5% of Total Operating Expenses from the Statement of Revenues, Expenses, and Changes in Fund-Balance Net Position from the PDE 2057 Annual Financial Report (hereinafter referred to as “Target Profit”) for any fiscal year, 50% of the balance of excess revenues over expenses exceeding the “Target Profit” shall be paid equally to each food service employee employed that year in a lump sum by June 30, or as soon as it is practicable once the final figures are known. The only wage increases in the hourly rates for food service employees during the term of this agreement shall be as a result of this paragraph. By way of an example, if Food Service Revenue for a fiscal year equals $2,000,000 and Total Operating Expenses for that fiscal year equal $1,900,000, the “Target Profit” is equal to 5% of $1,900,000, or $95,000. Revenues over Expenses (Profit) is equal to $100,000 ($2,000,000 – $1,900,000). The actual Profit exceeds the “Target Profit” by $5,000 ($100,000 – $95,000), so one half of $5,000, or $2,500 is distributed to food service employees as a lump sum, divided among them based on the total hours worked by each employee.

9. The District and Association agree that at the end of Year 1 (2013-14), District representatives will meet with labor representatives to review the performance of the food service department during the previous year, and to hear any labor representative recommendations for improvement in operations. Any such recommendations will be non-binding on the District.

10. The District is permitted to implement all the above modifications effective July 1, 2013 no matter the status of negotiations for an agreement to succeed the 2011-2013 CBA.

11. The Association agrees that it will not grieve or in any other manner challenge the right of the District to implement all the modifications contained in this MOA nor will it use the implementation of these modifications as the basis of a claim of an alteration of the status quo or of a unilateral change in working conditions.

12. Any dispute over the interpretation of this Memorandum of Agreement may be grievable/ arbitrable and shall be governed by the timelines set forth in Article VII of the 2011-13 CBA.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the day and year first above written.

QUAKERTOWN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By ________________
President
Date 8/11/16

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

By ________________
President
Date 8/11/2016