



# Collective Bargaining

# AGREEMENT

## **West Shore School District**

and District Council 89 of the  
**American Federation of State, County &  
Municipal Employees, AFL-CIO**

**July 1, 2024 through June 30, 2028**

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## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 1 – RECOGNITION

The West Shore School District recognizes District Council 89 of the American Federation of State, County and Municipal Employees, AFL-CIO (the “Union”) as the sole and exclusive bargaining representative for all full-time and regular part-time blue-collar nonprofessional Employees including but not limited to custodial and maintenance Employees and food service Employees; and excluding white-collar nonprofessional Employees, management level Employees, supervisors, first level supervisors, confidential Employees and guards defined in the Public Employee Relations Act as certified by the Pennsylvania Labor Relations Board, Case Number PERA-R-06-537-E dated December 26, 2006.

The parties recognize that it is desirable to preserve the harmonious relations between the District and the Union.

### ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION

**Section 1** - If authorized by an employee, by unrevoked written authorization on file with the Employer, the Employer will deduct from the employee's wages on a weekly basis a sum equal to such employee's initiation fee or dues owed the Union. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

**Section 2** - The employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations and make a determination consistent with applicable law.

**Section 3 – Hold Harmless:** The Union shall indemnify, defend and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District or the Union as a result of the action taken or not taken by the District under the provisions of this Article.

### ARTICLE 3 – HOURS AND MONTHS OF WORK AND PROBATIONARY EMPLOYMENT PERIOD

**Section 1 – Full Time Employees:** Employees hired prior to September 15, 2011 shall be considered full time if they are Board approved to work five (5) or more hours a day. Employees hired on or after September 15, 2011 will be considered full time if they are Board approved to work six (6) hours or more per day.

**Section 2 – Part Time Employees:** Employees hired prior to September 15, 2011 shall be considered part time if they are Board approved to work less than five (5) hours per day. Employees hired on or after September 15, 2011 will be considered part time if they are Board approved to work less than six (6) hours per day.

**Section 3 – School Year Employees:** School Year Employees shall be defined as those full and part time Employees working less than 190 days per year, excluding holidays.

**Section 4 – Full Year Employees:** Full Year Employees shall be defined as those Employees working 245 days to 251 days per year, excluding holidays.

**Section 5 – In-Service Days:** Employees will be paid for district required support in-service days. All Employees are required to attend support in-service days. Any use of leave on an in-service day must be supported by a physician's note or be the result of a true emergency supported by documentation reasonably satisfactory to the District.

**Section 6 – Holiday Rate of Pay:** If an Employee is required to work on any of the holidays listed in Article 4, Section 1, he/she shall be paid at the rate of time and one-half his/her regular hourly rate of pay for those hours actually worked, in addition to the holiday pay due thereunder.

**Section 7 – Probationary Period:** Employees will be initially employed for a probationary period that shall be the greater of ninety (90) calendar days or sixty (60) working days. A working day shall not include days in which a probationary employee is off from work for Thanksgiving, Christmas, or Easter holiday, summer break or unpaid leave.

a. During the period of probationary employment, an Employee's employment may be terminated at any time with or without cause, with or without notice, and without the opportunity for a hearing before the Board of School Directors.

b. During the probationary period of employment, a new Employee will not be entitled to use paid leave (sick leave or personal days), although same will accrue during the probationary period and may be used by the Employee in accordance with Article 5, but only upon the successful completion of the probationary period. The only forms of paid leave applicable during probationary periods are bereavement leave, civil leave and paid holidays.

c. At the conclusion of the probationary period, an Employee's probationary period may be extended at the discretion of the Employee's supervisor, if the Employee's performance, attendance, or punctuality are not satisfactory.

**Section 8 – Review of Hours:** In October of each year of this Agreement, for each Employee, the District will conduct a review of hours actually worked in the current year versus Board approved hours for the purpose of prospectively adjusting (upward or downward) each Employee's Board approved hours as appropriate.

## ARTICLE 4 – HOLIDAYS

**Section 1 – All Employees:** All Employees shall be paid at their per diem rate for the following holidays:

Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day  
Labor Day  
One (1) Floating Holiday (determined annually at the discretion of Administration)

**Section 2 – Full Year Employees:** Full Year Employees shall be paid at their per diem rate for the following holidays, in addition to those set forth in Section 1:

July 4<sup>th</sup>

**Section 3 – Use of Sick Day Before and After a Holiday:** For the term of the Agreement, an Employee will not be paid for any holiday that is preceded or followed by the Employee's use of a sick day that is not supported by a physician's certificate.

## ARTICLE 5 – PAID AND UNPAID LEAVES

### **Section 1 – Sick Leave:**

- a. Employees will earn sick leave according to the following schedule:
  - a. School Year full and part time Employees – daily hours multiplied by 10 per year;
  - b. Full Year Employees – daily hours multiplied by 12 per year.
- b. Employees will earn such leave at the equivalent rate of 1 day per month worked, prorated for those Employees separating from the employment of the District prior to June 30 or entering District employment after July 1.
- c. Employees may use sick leave for personal illnesses only.
- d. In the event non-routine doctor or dental appointments cannot be scheduled for off duty hours, an Employee may use sick leave for such dental or doctor appointments.
- e. The District reserves the right to require that an Employee furnish a physician's certificate for any absence of three (3) or more consecutive days. For absences of less

than three (3) consecutive days, a doctor's note may be required where the Employer has reason to suspect that the Employee may be abusing sick leave. Reasonable suspicion shall be based on the overall circumstances, including patterns of absence such as more than four (4) instances annually of taking leave in conjunction with regular scheduled days off or holidays. If a doctor's note is supplied at the time of an absence, then that occurrence cannot be used to determine leave abuse. An Employee may not be required to provide doctors' notes for longer than one (1) year unless there is further indication of abuse during that period. An Employee's failure to provide proper documentation as required hereunder will result in the Employee being required to use another form of paid leave. However, if no other form of paid leave is available, the absence shall be recorded as unpaid leave.

**Section 2 - Family Sick Leave Bank:** Each Employee may accumulate family sick leave to a maximum of the equivalent of 10 days (daily hours multiplied by 10), with such days identified to be used only for the care of: (a) an immediate family member as defined in Section 7(a); (b) a grandchild, grandfather, grandmother, son-in-law or daughter-in-law; or (c) a near relative as defined in Section 7(c) who resides in the same household as the Employee. Such appropriately earmarked leave is restricted to such use, is nontransferable, and is nonconvertible. Employees will have the opportunity following the close of each school year, but before June 30<sup>th</sup>, to transfer sick leave into this Family Sick Leave Bank to reach the cap of 10 days in the their bank. Days in this bank may not be used for the Employee's personal illness, unless the Employee has exhausted all accumulated sick leave. Banked days not used at time of the employee's separation from the District will expire and shall not be eligible for payment under Section 3 below (Retirement Benefit).

**Section 3 - Retirement Benefit:** An Employee with a minimum of 15 years of service shall be awarded the following per day for unused sick leave at the time of the Employee's retirement:

0-150 days	-	\$ 25.00/day
151-225 days	-	\$ 40.00/day
226 days and above	-	\$ 50.00/day

By way of example, an eligible Employee with 152 days of unused sick time shall be paid \$25.00 per day multiplied by 150 days and \$40.00 per day multiplied by 2 days. In order to qualify for this incentive, an Employee must provide the District a minimum of ninety (90) calendar days prior written notice of retirement.

**Section 4 – Vacation Leave:** (Full Year Employees only):

a. Earned vacation will be based upon the Employee’s years of service in the District. Full Year Employees shall earn vacation according to the following schedule:

<b>Years of Service</b>	<b>Vacation Days</b>
.1 - .99	Prorated based on start date
1 - 5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13 and thereafter	20

b. An Employee must request vacation leave through his/her supervisor at least five (5) days prior to the date on which the leave is to be taken. If the District must limit the number of Employees off at any given time, vacation leave will be approved on a first come, first served basis. Requests submitted less than five (5) days in advance will be approved based on the nature of the request and the operational needs of the District.

c. School Year Employees will not earn vacation time.

d. The District shall have discretion to approve or disapprove vacation requests due to business conditions or conflicts with other Employees’ scheduled vacations.

e. Employees who qualify for vacation may carry over five (5) vacation days annually for a total not to exceed twenty-five (25) days. Employees may be paid out for the equivalent of up to five (5) days at the employee’s regular hourly rate. This payout will occur annually for the second payroll in July.

f. Vacation shall be pro-rated for any (eligible) Employee that separates from District employment prior to June 30 or after July 1.

g. **Vacation Leave Bank** - This leave (applicable only to employees hired prior to July 1, 2024) shall not count towards the maximum available earned vacation of twenty (20) days. Leave in this bank may be used in lieu of, or in addition to, vacation or other paid leave. Except in cases of extreme need, at the discretion of the Superintendent, such as an extended leave of absence for the restoration of health, employees shall not be permitted to use more than the maximum of twenty-five (25) days of

vacation time in a given school year, whether that time is drawn from the vacation bank, paid vacation time, or any combination thereof. All leave in the vacation bank is nontransferable and nonconvertible. Days in the vacation bank shall not expire. Unused days in the vacation bank shall be paid at the employee's per diem rate at the time of separation from employment.

**Section 5 – Personal Leave:**

a. Employees will be advanced the equivalent of two days (daily hours multiplied by two) of personal leave per year. Personal leave (i.e. days of absence with pay) are provided for Employees who may request such leave when other forms of paid leave are not available or appropriate. Personal days must be requested at least five (5) scheduled work days prior to the date the leave is desired. The District administration shall have reasonable discretion in approving or disapproving personal leave based on the necessities of business operations. The District administration may waive the five (5) day requirement if emergency circumstances warrant such waiver.

b. A day or days of unused personal leave from a given work year may be carried over to the next year to a maximum of five (5) in any fiscal year, with personal leave in excess of five (5) days to expire.

c. Personal leave shall not be granted for more than two (2) consecutive work days unless advance notice of a minimum of thirty (30) days is given. However, not more than two (2) consecutive personal days may be approved (in the reasonable discretion of the District) on any day(s) immediately preceding or following a scheduled holiday or in-service day on which students do not attend school.

d. Personal leave shall be pro-rated for any Employee that separates from District employment prior to June 30 or after July 1.

**Section 6 – Increments:** Sick leave, family sick leave, vacation, and personal leave may be taken in a minimum of one-half hour increments.

**Section 7 – Bereavement Leave:**

a. In the event of the death of an immediate family member, Employees are entitled to five (5) work-days absence with pay. Immediate family member shall be defined as an Employee's parent, stepparent, brother, sister, child, stepchild, spouse, parent-in-law, or a relative of said Employee as set forth in Section 7(b) and (c) below who resides in the same household as the Employee.

b. In the event of the death of an Employee's grandchild, grandfather, grandmother, son-in law or daughter in law, such Employee is entitled to three (3) work-days absence with pay.



c. In the event of the death of an Employee's near relative, such Employee shall be entitled to one (1) school day of paid leave on the day of the funeral of said near relative, if the funeral is held on a school day. Near relatives are defined as an Employee's first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

d. Employees are required to contact their immediate supervisor as soon as possible when requesting bereavement leave.

**Section 8 – Leave Without Pay Under the FMLA:** Employees will be afforded leave without pay in accordance with and subject to the rights, limitations and obligations of both the Employer and the Employees set forth in the Family and Medical Leave Act.

**Section 9 – Other Leave Without Pay:** Employees may request leave without pay for any other reason, which may be approved or disapproved by the District Superintendent for any reason or for no reason.

**Section 10 – Civil Leave:** The District shall grant civil leave with pay to Employees who are subpoenaed for jury duty or are subpoenaed as a witness in civil or criminal court involving a matter in which the Employee is not a party, provided however, that the Employee must submit to the District a copy of the subpoena. Any compensation that the Employee receives for such civil service shall be paid over to the District.

**Section 11 – AFSCME Leave:** Union officers may use up to five (5) days of unpaid leave per year for union related business, provided however, that they may elect to use vacation or personal leave thereafter.

## **ARTICLE 6 – SALARIES AND WAGES**

### **Section 1 – Pay Ranges:**

The salary schedules attached hereto as Appendix "A" are hereby incorporated into this Agreement. New hires without prior experience shall be employed at Step 1. New hires with experience may be employed up to 1 step below that of current employees with similar years of experience. Employees promoted to job classifications in a higher pay range will move across the pay scale to the appropriate pay range, retaining their original pay step. Employees who demote to a job classification in a lower pay range will move across the pay scale to the appropriate pay range, retaining their original pay step.

a. If the wages required to hire a prospective employee would exceed those of existing employees with similar experience, the District may, at its discretion, elect to hire said employee, provided the existing employees are moved on the schedule in a manner that preserves a one (1) step differential between the prospective employee and existing employees.

b. Beginning on July 1, 2024, and annually thereafter, Employees who have achieved permanent status as of July 1st will advance one step on the schedule. Employees who are already at the maximum step will receive a bonus as indicated in Appendix "A" to be paid in

one lump sum, by way of the first pay in December, so long as the employee is on the payroll of the District at the time of payment.

**Section 2 – Temporary Assignments:** In the event an Employee is temporarily assigned to perform duties of a lower job classification, the Employee will continue to be paid the higher rate of pay for the duration of the temporary assignment. After ten (10) consecutive working days, employees who are temporarily charged with the duties of a higher job classification will be compensated on the 11<sup>th</sup> day, retro-active to day one, at the pay rate of the higher classification while performing these duties.

## **ARTICLE 7 – SHIFT DIFFERENTIAL**

Custodians and maintenance Employees whose assigned shifts start at 3:00 p.m. or before 12:00 a.m. (second or third shift) shall be paid a rate differential of one dollar (\$1.00) per hour added to the Employee’s hourly rate. The shift differential is applicable only to actual work time and excludes paid holidays and other paid leaves.

For purposes of the administration of Article 7, “assigned shift” shall mean an employee’s regularly scheduled eight (8) hour work day. To the extent an employee assigned to the second or third shift works additional hours that are contiguous with those of the assigned shift, such additional hours shall also qualify for the shift differential. Except with respect to Call Time under Article 8, Section 2, additional hours worked between 3:00 p.m. and 12:00 a.m., which are outside of an employee’s regularly assigned shift, shall qualify for shift differential. While the determination of hours that qualify for shift differential is separate from the determination of hours in excess of forty (40) in any one work week, it is understood and agreed that the payment of shift differential will affect (an increase) the calculation of the “regular rate” upon which overtime pay is calculated.

## **ARTICLE 8 – OVERTIME/CALL TIME**

**Section 1 – Rate of Pay:** Employees will be paid at the rate of time and one half for all hours worked in excess of forty (40) hours in a week. The paid holidays, as outlined in Article 4, Section 1, will be considered hours worked in the calculation of overtime.

**Section 2 – Outside Regular Shift Payment:** Employees called into work outside their regular scheduled shift shall be paid for two (2) hours of work or the amount of time actually worked, whichever is greater.

## **ARTICLE 9 – LIFE INSURANCE/LIABILITY COVERAGE**

**Section 1 – Life Insurance Coverage:** The District will provide life insurance coverage to full time Employees according to the following schedule:

- a. School Year Employees - \$15,000.00
- b. Full Year Employees – \$25,000.00

**Section 2 – General and Auto Liability:** The District will continue General and Auto liability coverage for Employees during the term of this Agreement in scope and amounts consistent with the insurance in effect for the 2023-2024 fiscal year.

## **ARTICLE 10 – HEALTH BENEFITS**

**Section 1 - Plan Options:** Employees shall have the following options with respect to health benefits:

a. **Option 1:** PPO 600 with deductibles of \$600 (Employee only) and \$1200 (Employee plus one or more family members) and other benefits as are set forth in the Benefit Highlights document attached hereto as Appendix 1.

(1) For the period January 1, 2025 through December 31, 2029, the Employee share of premium costs shall be fifteen percent (15%), provided that the Employee (and spouse, where applicable) participate in the Plan's Wellness Program. Without participation in the Wellness Program, the Employee share of premium costs shall be twenty percent (20%).

b. **Option 2:** A Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) and deductibles of \$2,000.00 (Employee only) or \$4,000.00 (Employee plus one or more family members) and other provisions as set forth in the Benefit Highlights document attached hereto as Appendix 2. The Employee share of premium costs shall be ten percent (10.0%). The District shall make contributions to the Employee's HSA as follows:

(1) For the period January 1, 2025 through December 31, 2029, the District shall contribute either: \$1,250.00 (for Employee only coverage) or \$2,500.00 (Employee plus one or more family members, provided that the Employee (and spouse, where applicable) participate in the Plan's Wellness Program. Without participation in the Wellness Program, the District's contribution to the Employee's HSA shall be: \$750.00 (for Employee only coverage); or \$1,500.00 (for coverage for the Employee plus one or more family members).

(2) The District's standard contribution to the Employee's HSA for the period January 1, 2025 through December 31, 2029 shall be payable in lump sum and processed with the first payroll in January of each year; The District's enhanced contribution to the Employee's HSA for participation in the Wellness Program shall be payable in lump sum on or before January 31<sup>st</sup> for employees who elect to participate in the Wellness Program. To qualify for the enhanced contribution, the Employee (and the Employee's spouse, if enrolled) must provide written confirmation of completion of the requirements for participation in the Wellness Program no later than December 31<sup>st</sup> of the preceding year.

(3) The schedule below for the proration of contributions will be used for newly hired Employees, Employees who have a change in health benefit option from Employee only to some other category (such as, Employee and one (1) child, Employee and spouse, etc.) as well as Employees who enroll in the Wellness Program after December 31<sup>st</sup> of each year.

First Day of Employment	Percentage of Full Contribution*
On or before January 31	100%
February 1 – March 31	90%
April 1 – May 31	75%
June 1 – July 31	60%
August 1 – September 30	45%
October 1 – November 30	30%
December 1 – December 31	15%

(4) Monthly Service Fee. The District shall pay the cost of the monthly service fee (if any) that may be charged by the administrator of the HSA account; to the extent there may be other fees associated with the HSA accounts, such fees are the responsibility of the Employee/owner of the account.

(5) Wellness Program. The requirements of the Wellness Program are set forth and attached hereto as Appendix 4.

**Section 2 - Classifications of Coverage:** The costs for both plans will be structured with five (5) tiers as follows:

1. Employee only
2. Employee + 1 child
3. Employee + 2 or more children
4. Employee + spouse
5. Family

**Section 3 - Spousal Coverage:** Spouses of Employees who are employed and are eligible to obtain health benefits under a plan that is compliant with the Affordable Care Act (“ACA”) through that employment shall be ineligible to participate in either of the above health plans provided by the District (irrespective of whether the spouse’s Employer is subject to the ACA). Spouses who are not employed or who are employed but not eligible for qualifying health benefits through that employment shall, along with the Employee, complete and sign an Affidavit confirming that the spouse is either: (a) not employed; or (b) employed but not eligible for qualifying health benefits provided by that entity. The Affidavit shall include authorization for the District to verify any information provided in the Affidavit. The form of the Affidavit is attached hereto as Appendix 5.

**Section 4 - Cadillac Tax Avoidance:** Under no circumstances shall the District provide a plan of health benefits that would subject such plan to the Excise or “Cadillac” Tax provisions of the Affordable Care Act (“ACA”). In the event the District’s actuarial consulting firm determines that either of the plans referenced above may be subject to such provisions, the District and the Union shall meet within thirty (30) days of such determination to negotiate in good faith such changes to the plan or plans so as to insure that such plan or plans will not be subject to the Excise Tax. In the event the parties are unable to agree as to which specific changes should be made to avoid imposition of the Excise Tax, the matter shall be submitted to an arbitrator selected in

accordance with the provisions of Article 15. The arbitrator shall have authority to determine specific changes to plan design in order to avoid imposition of the Excise Tax.

**Section 5 – Vision and Dental Coverage:** The District will provide vision and dental coverage for those eligible Employees and dependents during the term of this Agreement, as follows:

a. Vision Care – The District shall pay the premium cost for a vision care program to include 100 percent UCR (usual, customary and reasonable) coverage for examination and refraction, single vision lenses, bifocal lenses, contact lenses (when certified as medically necessary by the treating physician), and frames (maximum allowance \$15 wholesale). Contact lenses not certified as medically necessary by the treating physician will be provided only at the benefit level specifically set forth in the plan selected by the District.

b. Vision Care Coverage:

i. Full Time School Year Employees – The District shall pay for 100% of the monthly premium for Employees and their dependents.

ii. Full Time Full Year Employees – The District shall pay for 100% of the monthly premium for Employees and their dependents.

c. Dental Insurance – The District shall pay the premium cost for a dental care program featuring both third party administration and direct reimbursement plans, 100 percent UCR (usual, customary and reasonable) coverage for diagnostic, preventive, restorative, oral surgery, endodontic and periodontic services and 50 percent UCR coverage for single connected inlays, onlays and crowns (none of which is part of a fixed bridge or are splinted together). Benefits payable under the program shall be limited to a maximum of \$1,000.00 per person for services rendered in any calendar year.

d. Dental Insurance Coverage:

i. Full Time School Year Employees – The District shall pay for 100% of the monthly premium for the Employee.

ii. Full Time Full Year Employees – The District shall pay for 100% of the monthly premium for Employees and their dependents.

## **ARTICLE 11 – DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE**

The District shall not demote, reprimand, suspend, discharge or take any disciplinary action against an Employee without just cause, except as allowed during an Employee's probationary period. Any disciplinary action taken by the District must be implemented within a reasonable time of the event giving rise to the disciplinary action, or the knowledge by the District thereof.

## ARTICLE 12 – SENIORITY/VACANCIES

**Section 1 – Definition of Seniority:** Seniority will be defined as years of service with the District.

**Section 2 – Filling Vacancies:** When the District decides to fill a bargaining unit vacancy, that vacancy will be posted for seven (7) working days. The posting will include the job title, the work hours, required skills, knowledge and abilities to perform the duties of the position and who interested applicants should contact. Interested applicants must submit an application for the vacancy to the person designated on the vacancy posting.

**Section 3 – Candidate Skills and Abilities:** The District shall fill vacancies with the most qualified candidates. In assessing the most qualified candidates, if the District determines that the skills and abilities of such qualified candidates are equal, the qualified candidate with greatest seniority shall be selected.

**Section 4 – Layoff or Furlough:** Any layoff or furlough implemented by the District will be done by inverse order of seniority beginning with the least senior Employee within each specific job classification in which the layoff or furlough is to occur.

## ARTICLE 13 – DISCRIMINATION/EMPLOYEE TREATMENT

**Section 1 – Discrimination:** Both the District and the Union agree to not discriminate against any Employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status or sexual orientation.

**Section 2 – Conduct Principle:** The District, its administrators and all union Employees shall be treated with dignity and common courtesy. Conduct at variance with this principle may be subject to discipline or appealed through the grievance procedure.

## ARTICLE 14 – MISCELLANEOUS PROVISIONS

**Section 1 – Meet and Discuss:** A committee composed of representatives of the Union and the District's administration will be established to discuss problems dealing with the implementation of this Agreement and to discuss other labor-management issues that may arise. Either party can request that this committee schedule a meeting at a mutually agreeable time during non-working hours.

**Section 2 – Travel Reimbursement:** Employees required to use a personal vehicle in the course of employment with the District shall be reimbursed per mile traveled at the rate established by the Internal Revenue Service.

**Section 3 – Licensure Reimbursement:** The District will assume the initial costs for all licenses and license re-certifications required for a support staff position in the District except a Class C driver's license. The difference between the cost of a Class C driver's license and a class

B driver's license will be paid by the District if the Class B license is required for the position. The District will continue to pay the costs for clearances, certifications, physicals and/or other medical testing as required for District employment (except a Class C driver's license).

**Section 4 – Tuition Reimbursement:** Tuition reimbursement will be available for the successful completion of prior approved courses designed to directly enhance the employee's job skills in one's current position. The logistics of pre-approval and post-approval will be on prescribed forms. Other stipulations include the following:

- a. Individual courses could qualify for approval; courses within a sequential program will be preferred although each course in the sequence may not necessarily be approved for reimbursement.
- b. Final approval or disapproval of requests will be at the discretion of the Director of Human Resources who, in consultation with the requester's supervisor(s), will ascertain the effectiveness value and the cost effective value of the request to the School District.
- c. The District will not provide release time for an employee to pursue such courses or programs.
- d. This fringe benefit is not intended to cover attendance at conferences.
- e. The maximum rate of reimbursement will be based on State System of Higher Education per credit rate. The District does not cover the cost of any fees associated with enrollment in college courses.
- f. Reimbursement will occur up to a maximum of 12 credits in any one fiscal year. (See Tuition Reimbursement form.)
- g. This fringe benefit will exclude any costs associated with programs required for reasons of routine state or federal licensing.
- h. Employees who leave the District's employ less than two years following receipt of tuition reimbursement shall be required to pay back the full amount previously reimbursed by the District. Employees who leave the District after two years but prior to four years following receipt of tuition reimbursement shall be required to pay back half of the amount previously reimbursed by the District.

**Section 5 - Disability Benefits:** The School District shall provide a payroll slot for Employees to voluntarily purchase, at his/her own expense, disability insurance benefits through the PSEA Health and Welfare Fund recommended vendor. The School District also agrees to transmit any necessary information and payments from the Employees to the provider.

## **ARTICLE 15 – GRIEVANCE AND ARBITRATION**

**Section 1 – Grievance Procedures:** Any grievance or dispute which may arise concerning the meaning, application or interpretation of this Agreement shall be settled in the following manner:

Step 1 - The Employee, either alone or accompanied by the Union representative, shall present the grievance in writing to the Employee's immediate administrative supervisor within 10 working days of the date of the incident which gave rise to the grievance. The supervisor shall attempt to resolve the matter and issue a written decision to the Employee and the Union within 10 working days of the grievance presentation.

Step 2 - In the event the grievance is not resolved at step 1, the appeal must be presented in writing by the Employee and the Union representative within 10 working days after the step 1 answer is due, to the District Human Resources Director. The Human Resource Director shall respond in writing to the Employee and the Union representative within 10 working days after receipt of the appeal.

Step 3 - In the event the grievance is not resolved at step 2 the appeal must be presented in writing by the Employee and the Union representative within 10 working days after the step 2 answer is due, to the District Superintendent. The Superintendent shall respond within 10 working days after receipt of the appeal.

Step 4 - If the action in Step 3 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred within 10 working days to the President of the Board of School Directors. The Board of School Directors shall make written reply to the grievance within ten (10) working days after referral to its President.

Step 5 - In the event the grievance is not resolved at step 4, the Employee or the Union may appeal the grievance to arbitration, under the auspices of the Pennsylvania Bureau of Mediation, by providing written notice to the District Superintendent of its intent to do so within 15 working days after the step 4 answer is due.

The arbitrator is to be selected by the parties jointly within 7 working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request that the Bureau of Mediation submit a list of 7 possible arbitrators.

The parties shall within 7 working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike first.

The arbitrator shall be requested to issue a decision within 30 days after the hearing and the decision shall be final and binding on the parties.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which case the postponement charge shall be divided equally between the parties. A joint postponement resulting in a charge will be divided equally between the parties.

All time limits contained in this section shall be of the essence of this Agreement but may be extended by mutual, written agreement. The granting of any extension at any step shall not be deemed to establish precedent or a past practice.



**Section 2 – Union Representation:** Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the District with the names of such Union representatives and shall notify the District of any changes.

The Union may present grievances concerning a District wide decision directly to Step 3 within 10 working days of the date of the occurrence which gave rise to the grievance, provided however that all other grievances must be filed at Step 1 within 10 working days of the date of the occurrence which gave rise to the grievance. At steps 1 and 2, all grievances must include the signature of the affected Employee, provided however that at Steps 3 and beyond, the Union may advance the grievance without a signature from an affected Employee.

## **ARTICLE 16 – UNION BUSINESS**

**Section 1 – Bulletin Board Space:** The District agrees to designate and provide space on a bulletin board at each school building to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business, provided however, that such space may not be used for electioneering and the Union agrees to not post material detrimental to the labor-management relationship or of a political or controversial nature. All announcements must be presented to the building principal or the administrative supervisor prior to posting.

**Section 2 – Message Distribution:** The Union may use the District’s message distribution facilities to distribute Union business related information, provided however, that the Union will not distribute electioneering materials or materials detrimental to the labor-management relationship or of a political or controversial nature.

**Section 3 – Use of Facilities:** The District agrees to allow the Union to use school rooms for Union meetings held after school hours on non-duty time, provided that the In-Door Facility request form is submitted in advance to the office of the Supervisor of Buildings and Grounds.

**Section 4 – Conducting of Union Business:** Union business shall not be conducted during scheduled work hours.

**Section 5 – Notification of New Hires:** The District shall notify the Union of all newly hired Employees and afford the Union, during non-work time, to meet with the new Employees.

## **ARTICLE 17 – SAFETY AND HEALTH**

**Section 1 – Health and Safety:** The District shall take all reasonable steps to protect the health and safety of its Employees including but not limited to ensuring compliance with all applicable laws governing work place safety.

**Section 2 – Safety Committee:** The parties agree to participate in the District’s Safety Committee, which shall meet the requirements of the Pennsylvania Department of Labor and Industry.

**Section 3 – Work Related Injuries:**

- a. Employees suffering injuries during the course of their employment shall immediately report such injury to their immediate supervisor.
- b. In the event that the employee requires medical treatment during their shift for their injury they will be compensated for the time missed to seek treatment, not to exceed their normal work hours for that work day.

**ARTICLE 18 – PEACE AND STABILITY**

**Section 1 – Pennsylvania Employee Relations Act:** It is understood that there shall be no strike, as that term is defined under the Pennsylvania Employee Relations Act (Act 195 and Act 88), during the life of this agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

**Section 2 – Lockout:** The Employer will not engage in any lockout during the term of this Agreement.

**ARTICLE 19 – POLITICAL ACTION COMMITTEE DEDUCTIONS**

**Section 1 – Political Action Committee Deduction:** The District agrees to deduct from the paycheck of Employees covered by this Agreement voluntary contributions to the Union’s Political Action Committee. The District shall make such deductions or cease making such deductions only in accordance with written authorization which must be submitted by Employees to the District during the last two (2) weeks of each calendar quarter which shall specify the amount, frequency and duration or cessation of such deductions.

**Section 2 – Transmission of Deductions:** The District shall transmit the monies deducted in accordance with this Article to the Union’s Political Action Committee, on a monthly basis.

**Section 3 – Reimbursement for Administration:** The Union shall reimburse the District for the District’s actual cost for the expenses incurred in administering this Article.

**Section 4 – Hold Harmless:** The Union shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of the action taken or not taken by the District under the provisions of this Article.

**ARTICLE 20 – UNIFORMS, CLOTHING AND EQUIPMENT**

During the term of this Agreement, the District shall provide each food service Employee up to five (5) shirts and five (5) aprons per school year. Each food service Employee will be reimbursed up to two hundred dollars (\$200.00) per year for the purchase of uniform pants and shoes. Reimbursement shall be contingent upon receipt of appropriate documentation verifying the purchases. All food service Employees are required to wear such uniform during working hours. Employees shall return all such shirts and aprons to the District upon employment separation.

The District has implemented a uniform program for custodial and maintenance employees. The District will determine the manner in which it will provide the uniforms. The uniforms will generally consist of seven (7) short sleeve moisture wicking polo shirts and one (1) cotton zip front hooded sweatshirt. Additional uniforms may be purchased at the employee's expense. All maintenance and custodial employees are required to wear such uniform during regular work hours. The District will provide replacement uniforms in its discretion in instances of staining, fading, damage or routine wear and tear as a result of job duties and assignments. All clothing and uniforms shall be maintained in a condition consistent with Policy 325, Dress and Grooming, of the Board of School Directors. Employees shall return to the District all uniforms issued during the current school year upon separation of employment.

## **ARTICLE 21 – PRESERVATION OF BARGAINING UNIT WORK**

**Section 1 – Subcontracting:** The District shall not contract with third parties for the performance of bargaining unit work without first engaging in good faith negotiating session with the Union.

**Section 2 – Exception for Vacant Positions:** During the stated term of this Agreement, the District shall not contract with third parties for the performance of bargaining unit work, except for vacancies which occur, which may be filled by the District's custodial services contractor, food service management company, or a temporary staffing agency. The District would still actively attempt to hire permanent staff to fill any vacant positions. These "outsourced" temporary employees would be relieved as soon as a permanent employee is hired. The use of "outsourced" temporary employees is not meant to reduce the size of the bargaining unit.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

Except where expressly and specifically abridged or modified by provisions of this Agreement, the District reserves and retains all managerial rights heretofore expressed or exercised by the District, including, but not limited to, the right to subcontract work performed by Union Employees, subject to applicable law, as well as to manage and control all operations of the District; to determine and administer school policy; to direct Employees; to schedule work hours and work assignments; to assign work, and to determine all matters of managerial policy, which shall include, but not be limited to, functions and programs of the District; standards of service; budgetary matters; the establishment of new positions; the elimination of positions or bargaining unit work; the increase or reduction in the work force; the utilization of technology; the selection or change of equipment, materials, products or processes; the evaluation, suspension and/or discharge of Employees; to relieve Employees from duty because of lack of work or unsatisfactory performance, and all rights and duties imposed upon it by or inherent from the Public School code or any laws or regulations of the Commonwealth or the United States of America.

It is understood and agreed, however, that the listing of specific rights in this Article is not intended to be nor shall be considered all inclusive, restrictive or a waiver of any of the rights of management not listed herein, whether or not such rights have been exercised by the District in the past.

## **ARTICLE 23 – TERM OF AGREEMENT**

Except for the provisions of Article 10 (Health Benefits), the term of this Agreement shall begin on July 1, 2024 and shall continue in full force and effect until June 30, 2028. The provisions of Article 10 (Health Benefits) shall become effective as of January 1, 2026 and shall continue in effect through December 31, 2030.

## **ARTICLE 24 – WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations will be conducted on any item contained or not contained herein during the term of this Agreement.

## **ARTICLE 25 – CONFORMITY TO LAW – SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 26 – MODIFICATION OF AGREEMENT**

This Agreement shall not be modified except by written amendment duly ratified and agreed to by both parties, such written amendment to be physically attached to the official copies hereof.

[Intentionally Left Blank]

**ARTICLE 27 – EFFECTIVE DATE AND SIGNATURE**

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers after due and proper action authorizing the same, intending that both parties be legally bound hereby this \_\_\_\_\_ day of April, 2024.

WITNESS:

WEST SHORE SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Title:

WITNESS:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, DISTRICT COUNCIL 89  
AFL-CIO

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Title:

**2024-  
2025**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Step</b>	<b>FS3</b>	<b>FS3 – Lead</b>	<b>FS2, FS Driver, Cust 3</b>	<b>Cust 2, M- 5 Grounds, Courier</b>	<b>M-4 Grounds, M-5 Carpentry M-5 HVAC</b>	<b>M4 – Carpentry, M4-HVAC, Cust 2 High School</b>	<b>M-3</b>	<b>M-2</b>
1	\$15.00	\$16.00	\$17.75	\$18.25	\$19.00	\$20.50	\$22.00	\$25.50
2	\$15.30	\$16.30	\$18.05	\$18.60	\$19.35	\$20.85	\$22.35	\$25.85
3	\$15.60	\$16.60	\$18.35	\$18.95	\$19.70	\$21.20	\$22.70	\$26.20
4	\$15.90	\$16.90	\$18.65	\$19.30	\$20.05	\$21.55	\$23.05	\$26.55
5	\$16.20	\$17.20	\$18.95	\$19.65	\$20.40	\$21.90	\$23.40	\$26.90
6	\$16.50	\$17.50	\$19.25	\$20.00	\$20.75	\$22.25	\$23.75	\$27.25
7	\$16.80	\$17.80	\$19.55	\$20.35	\$21.10	\$22.60	\$24.10	\$27.60
8	\$17.10	\$18.10	\$19.85	\$20.70	\$21.45	\$22.95	\$24.45	\$27.95
9	\$17.40	\$18.40	\$20.15	\$21.05	\$21.80	\$23.30	\$24.80	\$28.30
10	\$17.65	\$18.65	\$20.40	\$21.35	\$22.10	\$23.60	\$25.10	\$28.60
11	\$17.90	\$18.90	\$20.65	\$21.65	\$22.40	\$23.90	\$25.40	\$28.90
12	\$18.15	\$19.15	\$20.90	\$21.95	\$22.70	\$24.20	\$25.70	\$29.20
13	\$18.40	\$19.40	\$21.15	\$22.25	\$23.00	\$24.50	\$26.00	\$29.50
14	\$18.65	\$19.65	\$21.40	\$22.55	\$23.30	\$24.80	\$26.30	\$29.80
15	\$18.90	\$19.90	\$21.65	\$22.85	\$23.60	\$25.10	\$26.60	\$30.10
16	\$19.15	\$20.15	\$21.90	\$23.15	\$23.90	\$25.40	\$26.90	\$30.40
17	\$19.40	\$20.40	\$22.15	\$23.45	\$24.20	\$25.70	\$27.20	\$30.70
18	\$19.65	\$20.65	\$22.40	\$23.75	\$24.50	\$26.00	\$27.50	\$31.00
Bonus FY			\$1,160	\$1,255	\$1,295	\$1,380	\$1,495	\$1,695
Bonus SY	\$560	\$585	\$865					

**2025-  
2026**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Step</b>	<b>FS3</b>	<b>FS3 - Lead</b>	<b>FS2, FS Driver, Cust 3</b>	<b>Cust 2, M- 5 Grounds, Courier</b>	<b>M-4 Grounds, M-5 Carpentry M-5 HVAC</b>	<b>M4 - Carpentry, M4-HVAC, Cust 2 High School</b>	<b>M-3</b>	<b>M-2</b>
1	\$15.00	\$16.00	\$17.75	\$18.25	\$19.00	\$21.00	\$23.00	\$26.50
2	\$15.35	\$16.35	\$18.10	\$18.65	\$19.40	\$21.40	\$23.40	\$26.90
3	\$15.70	\$16.70	\$18.45	\$19.05	\$19.80	\$21.80	\$23.80	\$27.30
4	\$16.05	\$17.05	\$18.80	\$19.45	\$20.20	\$22.20	\$24.20	\$27.70
5	\$16.40	\$17.40	\$19.15	\$19.85	\$20.60	\$22.60	\$24.60	\$28.10
6	\$16.75	\$17.75	\$19.50	\$20.25	\$21.00	\$23.00	\$25.00	\$28.50
7	\$17.10	\$18.10	\$19.85	\$20.65	\$21.40	\$23.40	\$25.40	\$28.90
8	\$17.45	\$18.45	\$20.20	\$21.05	\$21.80	\$23.80	\$25.80	\$29.30
9	\$17.80	\$18.80	\$20.55	\$21.45	\$22.20	\$24.20	\$26.20	\$29.70
10	\$18.10	\$19.10	\$20.85	\$21.75	\$22.50	\$24.50	\$26.50	\$30.00
11	\$18.40	\$19.40	\$21.15	\$22.05	\$22.80	\$24.80	\$26.80	\$30.30
12	\$18.70	\$19.70	\$21.45	\$22.35	\$23.10	\$25.10	\$27.10	\$30.60
13	\$19.00	\$20.00	\$21.75	\$22.65	\$23.40	\$25.40	\$27.40	\$30.90
14	\$19.30	\$20.30	\$22.05	\$22.95	\$23.70	\$25.70	\$27.70	\$31.20
15	\$19.60	\$20.60	\$22.35	\$23.25	\$24.00	\$26.00	\$28.00	\$31.50
16	\$19.90	\$20.90	\$22.65	\$23.55	\$24.30	\$26.30	\$28.30	\$31.80
17	\$20.20	\$21.20	\$22.95	\$23.85	\$24.60	\$26.60	\$28.60	\$32.10
18	\$20.50	\$21.50	\$23.25	\$24.15	\$24.90	\$26.90	\$28.90	\$32.40
Bonus FY			\$1,160	\$1,255	\$1,295	\$1,380	\$1,495	\$1,695
Bonus SY	\$600	\$650	\$865					

2026-  
2027

	1	2	3	4	5	6	7	8
Step	FS3	FS3 - Lead	FS2, FS Driver, Cust 3	Cust 2, M- 5 Grounds, Courier	M-4 Grounds, M-5 Carpentry M-5 HVAC	M4 - Carpentry, M4-HVAC, Cust 2 High School	M-3	M-2
1	\$15.25	\$16.25	\$18.00	\$18.50	\$19.25	\$21.25	\$23.25	\$26.75
2	\$15.65	\$16.65	\$18.40	\$18.95	\$19.70	\$21.70	\$23.70	\$27.20
3	\$16.05	\$17.05	\$18.80	\$19.40	\$20.15	\$22.15	\$24.15	\$27.65
4	\$16.45	\$17.45	\$19.20	\$19.85	\$20.60	\$22.60	\$24.60	\$28.10
5	\$16.85	\$17.85	\$19.60	\$20.30	\$21.05	\$23.05	\$25.05	\$28.55
6	\$17.25	\$18.25	\$20.00	\$20.75	\$21.50	\$23.50	\$25.50	\$29.00
7	\$17.65	\$18.65	\$20.40	\$21.20	\$21.95	\$23.95	\$25.95	\$29.45
8	\$18.05	\$19.05	\$20.80	\$21.65	\$22.40	\$24.40	\$26.40	\$29.90
9	\$18.45	\$19.45	\$21.20	\$22.10	\$22.85	\$24.85	\$26.85	\$30.35
10	\$18.75	\$19.75	\$21.50	\$22.40	\$23.15	\$25.15	\$27.15	\$30.65
11	\$19.05	\$20.05	\$21.80	\$22.70	\$23.45	\$25.45	\$27.45	\$30.95
12	\$19.35	\$20.35	\$22.10	\$23.00	\$23.75	\$25.75	\$27.75	\$31.25
13	\$19.65	\$20.65	\$22.40	\$23.30	\$24.05	\$26.05	\$28.05	\$31.55
14	\$19.95	\$20.95	\$22.70	\$23.60	\$24.35	\$26.35	\$28.35	\$31.85
15	\$20.25	\$21.25	\$23.00	\$23.90	\$24.65	\$26.65	\$28.65	\$32.15
16	\$20.55	\$21.55	\$23.30	\$24.20	\$24.95	\$26.95	\$28.95	\$32.45
17	\$20.85	\$21.85	\$23.60	\$24.50	\$25.25	\$27.25	\$29.25	\$32.75
18	\$21.15	\$22.15	\$23.90	\$24.80	\$25.55	\$27.55	\$29.55	\$33.05
Bonus FY			\$1,160	\$1,255	\$1,295	\$1,380	\$1,495	\$1,695
Bonus SY	\$600	\$650	\$865					



2027-  
2028

	1	2	3	4	5	6	7	8
Step	FS3	FS3 - Lead	FS2, FS Driver, Cust 3	Cust 2, M- 5 Grounds, Courier	M-4 Grounds, M-5 Carpentry M-5 HVAC	M4 - Carpentry, M4-HVAC, Cust 2 High School	M-3	M-2
1	\$15.50	\$16.50	\$18.25	\$19.00	\$19.75	\$21.75	\$23.75	\$27.25
2	\$15.95	\$16.95	\$18.70	\$19.45	\$20.20	\$22.20	\$24.20	\$27.70
3	\$16.40	\$17.40	\$19.15	\$19.90	\$20.65	\$22.65	\$24.65	\$28.15
4	\$16.85	\$17.85	\$19.60	\$20.35	\$21.10	\$23.10	\$25.10	\$28.60
5	\$17.30	\$18.30	\$20.05	\$20.80	\$21.55	\$23.55	\$25.55	\$29.05
6	\$17.75	\$18.75	\$20.50	\$21.25	\$22.00	\$24.00	\$26.00	\$29.50
7	\$18.20	\$19.20	\$20.95	\$21.70	\$22.45	\$24.45	\$26.45	\$29.95
8	\$18.65	\$19.65	\$21.40	\$22.15	\$22.90	\$24.90	\$26.90	\$30.40
9	\$19.10	\$20.10	\$21.85	\$22.60	\$23.35	\$25.35	\$27.35	\$30.85
10	\$19.40	\$20.40	\$22.15	\$22.90	\$23.65	\$25.65	\$27.65	\$31.15
11	\$19.70	\$20.70	\$22.45	\$23.20	\$23.95	\$25.95	\$27.95	\$31.45
12	\$20.00	\$21.00	\$22.75	\$23.50	\$24.25	\$26.25	\$28.25	\$31.75
13	\$20.30	\$21.30	\$23.05	\$23.80	\$24.55	\$26.55	\$28.55	\$32.05
14	\$20.60	\$21.60	\$23.35	\$24.10	\$24.85	\$26.85	\$28.85	\$32.35
15	\$20.90	\$21.90	\$23.65	\$24.40	\$25.15	\$27.15	\$29.15	\$32.65
16	\$21.20	\$22.20	\$23.95	\$24.70	\$25.45	\$27.45	\$29.45	\$32.95
17	\$21.50	\$22.50	\$24.25	\$25.00	\$25.75	\$27.75	\$29.75	\$33.25
18	\$21.80	\$22.80	\$24.55	\$25.30	\$26.05	\$28.05	\$30.05	\$33.55
Bonus FY			\$1,160	\$1,255	\$1,295	\$1,380	\$1,495	\$1,695
Bonus SY	\$600	\$650	\$865					



# WEST SHORE SCHOOL DISTRICT

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## **Board of School Directors**

Heidi E. Thomas, President

Kelly J. Brent, Vice President

David R. Brinton

Brenda L. Cox

Mandy L. Davis

Brian K. Guistwhite

Christopher J. Kambic

Abigail A. Tierney

Adam M. Trone

## **Non-Members**

Ryan E. Argot, Ed.D., Secretary

Stevie Jo Boone, Treasurer

Brooke E.D. Say, Esq., Solicitor

## **Administration**

Todd B. Stoltz, Ed.D., Superintendent

Mathew F. Gay, Assistant Superintendent

The West Shore School District will provide to all persons equal access to all categories of employment in this District, regardless of race, age, color, creed, religion, sex, gender, gender identity, sexual orientation, ancestry, genetic information, marital status, pregnancy, national origin, handicap/disability, or differently-abled status, in accordance with state and federal laws governing educational and vocational programs and in its recruitment and employment practices. The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.

Inquiries concerning the application of Title VII, Title IX, Section 504, the ADA, and the implementing regulations may be referred to the Director of Human Resources, 507 Fishing Creek Road, P.O. Box 803, New Cumberland, PA 17070-0803, telephone 717-938-9577.