

ADDENDUM
BOARD AGENDA
March 25, 2010
7:30 P.M.
Avon Grove Intermediate School

I. Staff and Students

- A. **Motion** to approve the Memorandum of Understanding, 2010 Summer Work Schedule for Support Staff.

MEMORANDUM OF UNDERSTANDING
2010 Summer Work Schedule for Support Staff

This Memorandum of Understanding (“MOU”) is entered into on this _____ day of _____, 2010, by and between the Avon Grove School District, West Grove, Pennsylvania (“District”) and the Avon Grove Educational Support Professional Association (“AGESPA”).

Recitals

WHEREAS the District and the AGESPA have entered into a collective bargaining agreement (“Agreement”) that addresses working conditions and other matters for the time period beginning on July 1, 2009 and concluding on June 30, 2014; and

WHEREAS in an effort to conserve energy and reduce operating costs, the Avon Grove School District chooses to observe four-day work weeks beginning June 21, 2010 and ending on August 15, 2010.

NOW, THEREFORE, the District and AGESPA agree as follows:

1. All buildings will be closed on Fridays, Saturdays and Sundays beginning the week starting June 21, 2010, until the week ending August 15, 2010 (“time period”).
2. Employees will be required to work a four-day work week during this time period.
3. Employees will have three working hour options during this time period:
 - a. Work from 6:00 AM to 4:30 PM (with 30 minutes for lunch);
 - b. Work from 7:00 AM to 5:30 PM (with 30 minutes for lunch); or
 - c. Work 8-hour-days (with 30 minutes for lunch) Monday through and including Thursday, and taking a vacation day, a personal day, or a day without pay on each Friday during this time period. Employees will not be permitted to take a sick day on a Friday during this time period.

4. Employees who are regularly scheduled to work less than 8 hours per day/40 hours per week during the summer months will adjust their daily work schedules to fulfill their daily/weekly work hours in four days during this time period and in accordance with the Friday building closures.
5. All employees must choose their work hour option or adjustment and submit their choice to their Supervisor prior to or on June 18, 2010. If an employee fails to provide a selection or adjusted schedule by June 18, 2010, work hours will be assigned. Once work hours have been chosen or assigned, those hours will not be altered or changed except as set forth herein.
6. As Monday, July 5, 2010, is a holiday (Independence Day), the week beginning July 5, 2010, and ending July 9, 2010, will revert to normal business hours. On July 6, 7, 8, and 9, full time employees will work 8 hours each day, exclusive of their lunch. Employees who are regularly scheduled to work less than 8 hours per day/40 hours per week will follow their normal schedule. The District will be closed on Monday, July 5, 2010, to observe the holiday (8 hours).
7. Each 10-hour workday includes 25% more time and leave time taken during this period by 10-hour-day employees will be charged at 1.25 times for each day taken. Therefore, if a 10—hour-day employee takes four vacation days off in a week he/she would be charged for five vacation days ($4 \times 1.25 = 5$).
8. During this period, sick or personal leave time for 10-hour-day employees will be recorded in 2-hour increments in order to facilitate the conversion between 10 and 8 hour days. (One 10-hour day = 1.25 leave days.)
9. AGESPA employees will not be eligible for overtime pay during this period (June 21, 2010 – August 15, 2010) unless:
 - a. A 10-hour-day employee works more than ten hours in one day or forty hours in one week; or
 - b. An 8-hour-day employee works more than eight hours in one day or forty hours in one week.

It is not anticipated that any overtime hours will be approved during the summer work schedule.

10. The term of this MOU shall commence on June 21, 2010 and shall terminate at the end of the work day on August 15, 2010. At no time will this MOU be regarded as precedent-setting or a past practice.

- B. **Motion** to approve the Agreement Between the Avon Grove School Board of School Directors and The Avon Grove Education Support Professional Association to modify the terms of the Collective Bargaining Agreement to provide for A Voluntary Retirement Incentive Program.

AGREEMENT
Between the Avon Grove School District Board of School Directors
And
The Avon Grove Educational Support Professional Association

WITNESSETH:

WHEREAS, the Avon Grove School District School Board of School Directors (“Board”) and the Avon Grove Educational Support Professional Association (“Association”) are presently parties to a collective bargaining agreement covering the period of July 1, 2009 through June 30, 2014 (“CBA”); and

WHEREAS, it is the intent of the Board and Association to modify the terms of the CBA to provide for A Voluntary Retirement Incentive Program; and

NOW, THEREFORE, the Board and Association agree to modify the terms of the CBA as follows:

- 1) At the conclusion of the 2009-2010 school year, a full-time employee who has twenty-five (25) years of service and is eligible for full retirement benefits under PSERS guidelines, and who elects to retire at the end of the 2009-2010 school year will receive a payment of five thousand (\$5,000) dollars. Employees who are less than full-time shall have the payment prorated based on the number of scheduled hours per year divided by 2,088 hours multiplied times \$5,000.
- 2) The effective date of retirement must fall between the last student day of the 2009-2010 school year and the first student day of the 2010-2011 school year.
- 3) Employees must notify in writing the Administration of their intent to retire by April 15, 2010, in order to be entitled to receive the aforesaid payment. Time is hereby declared to be of the essence.
- 4) The Board may, at its discretion, waive any and all eligibility requirements on an individual basis. This waiver is not to be considered precedent-setting, or a past practice.

- C. **Motion** to approve the Agreement Between the Avon Grove School Board of School Directors and The Avon Grove Education Association to modify the terms of the Collective Bargaining Agreement to provide for A Voluntary Retirement Incentive Program.

AGREEMENT
Between the Avon Grove School District Board of School Directors
And
The Avon Grove Education Association

WITNESSETH:

WHEREAS, the Avon Grove School District School Board of School Directors (“Board”) and the Avon Grove Education Association (“Association”) are presently parties to a collective bargaining agreement covering the period of July 1, 2007 through June 30, 2012 (“CBA”); and

WHEREAS, it is the intent of the Board and Association to modify the CBA, Section 19.0, Voluntary Retirement Incentive Program; and

NOW, THEREFORE, the Board and Association agree to amend the CBA as follows:

19.0 VOLUNTARY RETIREMENT INCENTIVE PROGRAM

An early retirement incentive plan will be offered as follows:

1) At the conclusion of the 2009-2010 school year, any full time employee with at least fifteen (15) years of service in the district and who does not qualify for full retirement benefits under PSERS guidelines, who elects to retire, will receive a payment of ten thousand (\$10,000) dollars. This payment may be taken in one lump sum, payable at a time designated by the retiree. Payment must be taken within five years of retirement. The retiree may elect to take this payment in five (5) consecutive, equal annual payments beginning at a time designated by the retiree. Payments must begin within five years of retirement. Should a retiree die prior to receiving full payment, the remainder of the full amount shall be paid to the retiree’s named PSERS beneficiary (beneficiaries).

2) At the conclusion of the 2009-2010 school year, any full time employee who is eligible for full retirement benefits under PSERS guidelines, and who elects to retire at the end of the 2009-2010 school year will receive a payment of twenty thousand (\$20,000) dollars. Payments will be made under the same terms as in Section (1) above.

3) Employees who are regularly scheduled to work less than full time (seven and one half hours per day, 190 days per year) who otherwise meet the eligibility requirements set forth in paragraphs 1 or 2 above, shall be eligible to receive a pro-rated incentive based on the number of hours and days worked as compared to full time employment.

4) Employees must notify in writing the Administration of their intent to retire by April 15, 2010, in order to be entitled to receive the aforesaid payments. Time is hereby declared to be of the essence.

5) The effective date of retirement must fall between the last student day of the 2009-2010 school year and the first student day of the 2010-2011 school year.

6) The Board may, at its discretion, waive any and all eligibility requirements on an individual basis. This waiver is not to be considered precedent-setting, or a past practice.