



CONTRACTUAL AGREEMENT

BETWEEN THE

PLUM BOROUGH SCHOOL DISTRICT

AND THE

PLUM BOROUGH SCHOOL DISTRICT
EDUCATIONAL ADMINISTRATIVE
ASSISTANTS ESP/PSEA/NEA

EFFECTIVE
~~JULY 1, 2014 through JUNE 30, 2017~~

JULY 1, 2017 through JUNE 30, 2020

This document contains proposed changes to the current Collective Bargaining Agreement between the parties. The Association reserves the right to add to, revise, or amend this proposal during the course of negotiations.

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This COLLECTIVE BARGAINING AGREEMENT, made **July 1, 2017**, between the PLUM BOROUGH SCHOOL DISTRICT, of the County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as the EMPLOYER,

AND

the PLUM BOROUGH SCHOOL DISTRICT EDUCATIONAL ADMINISTRATIVE ASSISTANTS, hereinafter referred to as the Association.

WITNESSETH:

I. RECOGNITION. The PLUM BOROUGH SCHOOL DISTRICT EDUCATIONAL ADMINISTRATIVE ASSISTANTS ESP/PSEA/NEA (Association) is hereby recognized by the Employer as the exclusive representative for all employees in the bargaining unit as certified by the Pennsylvania Labor Relations Board. PERA-U03-533-W (PERA-R-807-W)

II. TERM OF AGREEMENT. This Agreement shall be considered effective as of **July 1, 2017** and shall continue in effect until **June 30, 2020** or until such later date as the parties may hereafter agree to be the extended ending date. Any extended date shall be evidenced by an executed amendment to this Agreement in writing.

III. NO STRIKE - NO LOCK OUT PROVISION. The parties hereto agree to abide faithfully by the provisions of the Public Employees Relations Act, hereinafter called the ACT. As a condition of the various provisions of this Agreement, the Association agrees and pledges that members of the bargaining unit shall not engage in a strike as that term is defined in the Act during the term of Agreement, and the Employer agrees and pledges that it will not during the term of this Agreement conduct or cause to be conducted a lockout.

IV. WAGES AND SALARY PROVISIONS. The parties hereto agree that wages and salaries pursuant to this Agreement are as set forth in Appendix A of this Agreement, and that the schedule of wages and salaries set forth shall be the schedule which shall remain in force for the period of this Agreement.

If the term of this Agreement shall be extended as provided in Section II, and if mutually agreed-upon changes result from an extension, then a revised Appendix A shall be executed by the parties and attached to and made a part of this Agreement.

V. OTHER EMPLOYEE BENEFITS. The parties hereto agree that other employee benefits pursuant to this Agreement are as set forth in Appendix B of this Agreement.

Any changes in other employee benefits to which the parties may agree as provided in Section II shall be evidenced by a revised Appendix B, executed by the parties and attached and made a part of this Agreement.

VI. HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYEMENT.

The parties agree that hours of work and other conditions of employment pursuant to this Agreement are as set forth in Appendix C of this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree as provided in Section II shall be evidenced by a revised Appendix C, executed by the parties and attached to and made a part of this Agreement.

VII. SEVERABILITY CLAUSE. If any provision of this Agreement is declared void and unenforceable by a court of competent jurisdiction, then such provision shall be severed from this Agreement, together with any other part of this Agreement affected by such severance, however, all other remaining provisions of this Agreement shall continue in full force and effect.

VIII. PRINTING AGREEMENT. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all members of the Bargaining Unit.

IX. GRIEVANCE PROCEDURE. The parties hereto agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure as set forth in Appendix D of this Agreement.

X. EFFECT OF CONTRACT. This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rate of pay or other conditions of employment, either oral or written heretofore or now existing between the parties, and the Employer shall not be bound by anything not expressed in writing herein and may, at any time, discontinue any past practice not set forth in writing in this Agreement. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto. However, nothing contained in this Agreement shall be construed to prevent an employee from presenting a grievance directly to the Employer without Association representation, or to prevent the Employer from adjusting or settling such grievances.

XI. ADDRESS OF NOTICE. The following addresses shall be considered the official addresses of the Employer and the Association:

Plum Borough School District
900 Elicker Road
Plum, PA 15239
Phone: (412) 795-0100

Plum Borough ESP
PSEA
10 South 19th Street
Pittsburgh, PA 15203-1878
Phone: (412) 381-2400

XII. STATUTORY SAVINGS CLAUSE. Nothing contained herein shall be construed to deny or restrict to any employee such rights as 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.

This Agreement and its component provisions are subordinate to any present or future Federal or Pennsylvania laws or regulations. If a Federal or Pennsylvania law or regulation; or final decision of any Federal or Pennsylvania Court, or administrative agency, affects any provision of this agreement each such provision will be deemed amended to the extent necessary to comply with such law, regulations or decisions, but otherwise this agreement will not be affected.

IN WITNESS WHEREOF, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS BARGAINING AGREEMENT.

FOR THE UNION

PLUM BOROUGH SCHOOL DISTRICT

President Date

President Date

Secretary Date

Secretary Date

APPENDIX A WAGE AND SALARY PROVISIONS

Level 1:	12-month Print Shop Operator 12-month Print Shop Operator
Level 2:	10-month Educational Administrative Assistants Food Service Director High School Attendance/Athletic Director High School Assistant Principal
Level 3:	12-month Building Level Educational Administrative Assistants Elementary Principal Oblock Principal High School Principal High School Guidance Office
Level 4:	12-month Central Office Educational Administrative Assistants Business/Transportation/Facilities Educational Services

For 2017-18, 12-month employees will receive a one-time stipend of \$520 and 10-month employees will receive a one-time stipend of \$410.

Salary Schedule: Employees hired before July 1, 2013

Level	2017-18	2018-19	2019-20
1	35,052	36,104	37,187
2	37,525	38,651	39,810
3	47,591	49,019	50,490
4	48,809	50,273	51,781

Salary Schedule: Employees hired on or after July 1, 2013 ("New Hires")

Level	2017-18	2018-19	2019-20
1	27,520	28,346	29,196
2	30,258	31,166	32,101
3	38,453	39,607	40,795
4	39,470	40,654	41,874

Employees who are transferred, reassigned or bid into a new Classification Level will receive the

salary established for that new Classification Level.

APPENDIX B OTHER EMPLOYEE BENEFITS

RETIREMENT POLICY

An employee who retires at age fifty-five (55) or older with fifteen (15) years of continuous service in the Plum Borough School District immediately prior to retirement shall receive either \$9,000 payable within thirty (30) days of retirement or \$6,000 payable within thirty (30) days following the effective date of retirement and an additional \$6,000 one year thereafter.

PAYMENT INTO A 403 (B)

HOSPITALIZATION AND SURGICAL BENEFITS

The Employer shall provide managed health care hospitalization and surgical benefits for all secretarial employees and their dependents according to the various plans available. Employees will be offered the choice between the PPO and the HMO, but if the employee chooses the PPO, the employee will be responsible for the difference in premium cost between the HMO and the PPO. The effective opening date for this program is July 1. Changes in types of coverage may be made at any time as may transfers between different groups of the same representative company, however, employees not covered by the representative company may only join at the open enrollment period. Notice to this effect must be given to the Business Office. If the prevailing plan providing hospitalization and surgical benefits is changed, then the benefits of the substitute plan shall be equal to or better than the one now prevailing.

DENTAL CARE INSURANCE

Except as hereinafter provided, the Employer shall provide Dental Care Insurance for all secretarial employees and their dependents according to the Delta Dental Plan or equivalent coverage. If the employee's spouse has the same coverage with another employer at no expense to the employee's spouse, then the above benefits shall not be provided. The effective opening date for this program is July 1 open enrollment period. Changes in types of coverage may be made at any time as may transfers between. different groups of the same representative company, however, employees not covered by the representative company may only join at the open enrollment period. Notice to this effect must be given to the Business Office. If the prevailing plan providing Dental Care Insurance is changed, then the benefits of the substitute plan shall be equal to or better than the one now prevailing.

In the event that the district and the teachers association would develop a self-insured direct reimbursement dental plan, the Plum Borough School District Educational Administrative Assistants agree to accept the district program instead of the insurance currently provided through Blue Shield. A member of the Bargaining Unit will be included in the development of this program.

VISION INSURANCE

The Employer shall provide vision care coverage for all full-time employees and their dependents under the DavisVision (Fully Insured) Program, or a comparable plan offered by the ACSHIC, with no reduction in benefits.

PREMIUM SHARE FOR INSURANCE

Each administrative assistant provided health care shall pay the following percent of their regular wage toward health care as a premium share. Such insurance will include Hospitalization and Surgical Benefits, and Dental Care Insurance.

CONTRACT YEAR	AMOUNT OF PREMIUM SHARE	CAP SINGLE	CAP OTHER
<u>2017-2018</u>	<u>10%</u>	<u>\$150</u>	<u>\$200</u>
<u>2018-2019</u>	<u>12%</u>	<u>\$150</u>	<u>\$200</u>
<u>2019-2020</u>	<u>15%</u>	<u>\$150</u>	<u>\$200</u>

NEW EMPLOYEES

New employees will receive individual coverage in the Hospitalization, Dental and Vision programs for the first year of employment, but they will be permitted to participate in the family or spousal plan through a payroll deduction at the employee's expense for the difference between the employer's cost for the selected plan and individual coverage rate.

HEALTH CARE BUYOUT OPTIONS

If an employee voluntarily elects to accept coverage provided in paragraph A of this Article from sources outside of the district (e.g. through a spouse's employment or former employer), then the employer will pay the employee \$200 per month for each month the employee is covered outside the plan. The coverage from the outside sources does not include any coverage offered by the Plum Borough School District. Should the employee lose access to the outside source of coverage, the employee will be immediately eligible for full coverage under this Article. Verification of other coverage is required. **If an employee elects this health care buyout, dental and vision coverage will not be provided unless the employee pays the full cost of the premium for dental and vision coverage. Employer agrees to pay the cost if employee opts to take dental or vision coverage.**

BENEFIT COVERAGE

Employees on approved sick and accident leave shall be covered by all fringe benefits for a period of one year. However, any employee on a leave of absence due to any injury received on the job shall be covered by all fringe benefits for a period of two years.

LIFE INSURANCE

Employer shall provide a Term Life Insurance policy of **\$35,000 (2017-18), \$40,000 (2018-19) and \$45,000 (2019-20)** during the term of this agreement for all secretarial employees in the employment of the School District. Said policy shall contain an accidental death and dismemberment rider.

The employer shall also provide a paid-up life insurance policy at retirement of \$3,000.

LONG TERM DISABILITY INSURANCE

During the term of this contract, the maximum monthly benefit will be 60% of the employee's salary up to \$2,000 per month. This benefit is only available to employees working 30 hours or more per week. Premiums and claims are paid on a twelve month basis. The maximum benefit period will be to age 65. The minimum monthly benefit will be \$100 to be paid to the employee who uses sick leave while on a disability claim. The full monthly benefit will be paid after all sick leave is used or at the end of the thirty (30) day elimination period, whichever is greater. To be insured, an employee must actively be at work five (5) days prior to the coverage effective date. Mental illness, substance abuse, or other limiting conditions including musculoskeletal/connective tissue disorders will have a limitation of two years. Primary and dependent Social Security benefits, Worker Compensation, and PSERS benefits are "offsets" as deductible income as it relates to long term disability payments.

WORKER'S COMPENSATION

All school employees are covered by Worker's Compensation Insurance. School personnel injured in the course of their employment shall within twenty-four (24) hours of the injury report the accident to the **Business Office Facilities Department** of the Employer and complete the necessary reports to be eligible for compensation.

The person injured should not make any payment to the attending physician as the physician's bill is paid by the Insurance Carrier.

TAX SHELTERED ANNUITIES

Employees in the unit may obtain a tax sheltered annuity plan from any one of the representative companies.

No employee shall be contacted by a company representative in our schools during the employee's workday.

The employee may withdraw at any time if a written request is submitted to the Business Office

of the Employer.

UNEMPLOYMENT COMPENSATION

The Employer agrees to participate in an unemployment compensation program so as to provide that all members of the Association are covered by standard unemployment compensation benefits, effective January 1, 1978.

PAYMENT FOR ACCUMULATED SICK LEAVE

Upon retirement, an employee will receive \$30.00 per day for unused sick days accumulated up to June 30, 1981. Any days accumulated after July 1, 1981, shall be paid at the rate of \$35.00 per day. Any days accumulated after July 1, 2006, shall be paid at the rate of \$40.00 per day. **Any days accumulated after July 1, 2017 shall be paid at the rate of \$50.00 per day.** Upon retirement, payoffs for unused sick days will be put into a 403B or 457B retirement plan. The employee does not have the option of receiving a cash payment for these unused sick days.

If an employee dies in service, payment due shall be made to his or her beneficiary. Days shall be deducted in inverse order of the rate they are accumulated.

DUES DEDUCTION

The Employer shall make twelve (12) monthly deductions for Association dues and submit same to the Treasurer of the Association. Prior to September 1 of the first year of the Agreement, the Association shall provide the Employer with an alphabetical list of members to be deducted along with signed cards from the employees authorizing the Employer to deduct dues for the Association. Said list will include the total amount to be deducted from each employee for the current membership year. If an employee becomes a member of the Association after September 1, payroll deductions will start the month after the payroll deduction authorization card is submitted to the Employer.

SICK LEAVE PROVISIONS (Pro-rated for ten-month employees)

Twelve (12) days of sick leave shall be granted by the Employer per year and are cumulative without limit, all of which may be used in the course of one school year. Sick days will be pro-rated if employment begins or terminates during the school year.

A certificate signed by the attending physician shall accompany the administrative assistant's statement for five (5) consecutive days of absence because of illness. Payroll deductions shall be made if the secretarial employee fails to submit a physician's statement **with the Notification of Absence Form.**

EMERGENCY PERSONAL DAYS

Three (3) **emergency** personal days, in addition to the sick days, may be taken per year. When possible, advance notice shall be given to the **building principal Supervisor.** These days are cumulative as sick days. Personal days are to be granted for full or one-half (1/2) day

increments. ~~Emergency personal days shall be pro-rated if employment begins or terminates during the school year.~~

BEREAVEMENT LEAVE

Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a father, mother, husband, wife, son, or daughter.

Absence without loss of salary shall be allowed for a period not to exceed three (3) days upon the death of a brother, sister, parent-in-law, ~~daughter-in-law, son-in-law, grandfather, grandmother~~, grandchild or near relative who resides in the same household, or any person with whom the employee is making his or her home.

Absence without loss of salary shall be allowed for a period not to exceed one (1) day on the day of the funeral of a near relative. A near relative shall be defined as first cousin, ~~grandfather, grandmother~~, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, ~~daughter-in-law or son-in-law~~.

PAYMENT

All administrative assistants of the Employer shall be paid their yearly salaries in twenty-four (24) installments (twice a month). All employees must enroll in electronic deposit within thirty (30) days of hire.

MISCELLANEOUS AND ADDITIONAL PAY REQUESTS

Miscellaneous and additional pay requests must be submitted to the Business Office of the Employer by the fifteenth (15th) of the month if payment is to be made at the end of the month, otherwise payment would be made at the end of the next month.

REIMBURSEMENT FOR TRAVEL EXPENSE

Employees required in the course of their work to drive personal motor vehicles from one school building to another shall receive a personal vehicle allowance at the rate approved by the IRS.

QUESTIONS OF SALARY PAYMENTS

All questions concerning salary payments shall be directed to the Business Office of the Employer.

IN-SERVICE WORKSHOPS

Administrative assistants may be permitted to attend in-service workshops without loss of pay.

The decision is final.

HOLIDAYS

As part of their contractual work year, twelve-month employees shall not work on the following recognized holidays:

Independence Day	Day after Christmas
Labor Day	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	School Picnic Day
Christmas Day	Memorial Day
*Birthday	Easter Monday

If any of the Christmas holidays fall on a Saturday or Sunday, then the five holidays (Day before Christmas, Christmas, Day after Christmas, Day before New Year's, New Year's Day) shall be observed as published in the twelve-month employee work schedule. However, in no event, shall the employee receive less than five (5) workdays off between the last student day and the first day of school after New Year's.

If a twelve-month employee is required to work on one of the above-recognized holidays, they shall be paid holiday pay plus time and one-half the normal hourly rate for each hour worked.

The Birthday also applies to ten-month employees. Should the ten-month employee's birthday fall outside of the work year, the employee will take a day off as approved by the supervisor.

VACATIONS — Twelve-Month Employees

The Employer grants the following vacation schedule based -upon years of service in the Plum Borough School District:

Less than one year	One day for each 3 months worked
One year	One week
Two years	Two weeks
Five years	Three weeks
Ten years +	Four weeks

Vacation days begin to accrue with the date of hire. Vacations **are can be** taken **in** the year **after** they are earned. Therefore, the number of days of paid vacation that an employee receives will be based upon the schedule in effect during the preceding fiscal year. **As of July 1, 2016 all new hires will be allotted the time they would have received in the 2017-2018 school year for working in the 2016-2017 school year along with the current allotment.**

On or before ~~May 1~~ **June 1** of each year, the Employer shall notify each employee as to accrued days of vacation, and employees shall then select their vacation period in the order of their seniority. Said vacation periods may either be in consecutive or non-consecutive calendar week blocks. **Approvals shall be granted on or before June 1 of each year.**

~~Employees may schedule their vacation anytime within a period commencing two weeks after the close of the student school term and ending two weeks before the reopening of the student school term in the fall. An employee with more than two weeks of vacation may take up to one consecutive week during the student school term and/or one additional week may be taken on a non-consecutive basis (day by day) with administrative approval. Other scheduling can be mutually arranged between the employee and Superintendent or his designee. July 1 shall be considered the anniversary date for determining the length of vacations.~~

No vacation shall be scheduled seven (7) calendar days before the reopening of school in the fall.

Vacations will be scheduled and approved with the Immediate Supervisor. All scheduling conflicts will be based on seniority.

If a holiday as set forth in this Agreement occurs during an employee's vacation period, the employee shall be granted an additional day of vacation. If an employee terminates employment prior to July 1, the employee shall receive vacation pay for all unused vacation time which has accumulated at the time of termination pro-rated from the previous July 1.

OVERTIME

All overtime must be pre-approved. Employees working more than forty (40) hours in one week shall be entitled to overtime at the rate of one and one-half (1 1/2) times their regular hourly rate. Hourly rate is determined by dividing the Employee's stated annual salary, at the time of the overtime, in Appendix A by 2080 hours for twelve (12) month employees and 1640 hours for ten (10) month employees.

ADDITIONAL WORK DAYS

Employees who normally work a ten (10) month work year shall be entitled to their regular hourly rate for any work done beyond their normal schedule. Such work, if necessary, shall be done in no less than blocks of four (4) hours.

LEAVE OF ABSENCE

Any employee who has been employed for at least one (1) year shall be entitled to a leave of absence without pay upon proper proof that the leave is required because of physical and/or mental disability. The leave of absence shall not exceed ninety (90) days, excepting that it may be extended upon agreement of the employee and the Employer. The Employer shall require a reasonable proof

from the attending physician of physical and/or mental disability and proof that the employee will be able to return to her employment within the time in which the leave is required. Seniority shall accrue during the leave.

MATERNITY/ADOPTIVE LEAVE

Provisions shall be made for employees to be absent from duty without pay for a period of time not to exceed six (6) months for maternity/adoptive purposes and will maintain their employment status in the Plum Borough School District. During this period, seniority and salary will accrue, benefits will continue and the employees may use sick days as approved by their physician.

CHANGE OF ADDRESS AND MARITAL STATUS

When employees change their address, telephone number, or marital status, the Business Office of the Employer shall be notified immediately.

ALLOWANCE FOR JURY OR WITNESS SERVICE

Any member of the Bargaining Unit called for jury service or subpoenaed as a witness shall be excused from work for the days on which she serves. Service, as used herein, shall include reporting when summoned, whether or not the employee actually serves as a juror or testifies.

Such employees shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working on that day and the daily jury duty or witness fee paid. In order to receive payment, the employee must give the Employer prior notice that she has been directed to report for jury duty or has been subpoenaed as a witness and must present proof that she did serve or report as a juror or was subpoenaed and reported as a witness and also present proof of the amount of pay, if any, received therefore.

These days of absence shall not be counted as personal days.

These provisions are not applicable to an employee who, without being directed or subpoenaed, volunteers for jury service or as a witness or is a party to a case that is unrelated to the School District.

TRANSFER

An employee transferring from a ten-month to a twelve-month position shall receive full credit for years of service for placement on the salary schedule; however, for the purpose of determining the length of service for vacation purposes, the total number of months of service shall be divided by twelve (12) in order to set the length of vacation. If transfer occurs during a work year, vacation entitlement shall be prorated based upon number of days worked in the 260-day work year.

MAINTENANCE OF MEMBERSHIP

All employees who are members of the Association as of the date of this Agreement, and all employees who hereafter become members of the Association, shall as a condition of their

employment, maintain their membership in good standing in the Association for the duration of this Agreement. Failure of any such person to maintain membership in good standing as required herein shall, upon written notice to the Employer by the Association to such effect, obligate the Employer to discharge such person. The Association shall indemnify and save harmless the Employer from all claims made against the Employer as a result of this Maintenance of Membership clause.

Employees who are or who may become members of this Association may resign during the period of fifteen (15) days prior to the expiration of this Agreement.

In addition, the Employer agrees to deduct from each non-member of the Association a fair share in accordance with applicable legislation, currently in effect, in the Commonwealth of Pennsylvania upon proper receipt and notification of the fair share amount by the Association and compliance with the fair share legislation. The Association agrees to indemnify and save the Employer harmless with regard to this provision.

APPENDIX C
HOURS OF WORK
and
OTHER CONDITIONS OF EMPLOYMENT

WORKDAY

The workday shall be eight (8) consecutive hours for all employees in the Bargaining Unit. Summer hours shall be determined in conjunction with the immediate supervisor. In case of inclement weather and school is dismissed early and teachers are permitted to leave early, administrative assistants may be permitted to leave without loss of pay or having to make up the time. In case of a school delay, employees shall be permitted to make up the time so long as reasonable effort has been made to arrive at the normal starting time. In the event that it becomes necessary to move the employee's workstation, every effort will be made to allow the employee to continue their normal duties.

WORK YEAR

The work year for twelve-month employees shall be 260 days, including paid holidays and paid vacations. The work year for ten-month employees shall be 205 days.

LUNCH PERIOD

All employees shall have thirty (30) duty-free minutes per day for lunch. The thirty (30) minutes shall be included in the workday. Employees shall be permitted to leave the building during their lunch period but must notify their supervisor of their intent. On In-service/Clerical days, employees shall have sixty (60) minutes for lunch and shall be permitted to leave the building.

OPEN HOUSE

On the day designated by the School District as Open House, the secretary shall be permitted to leave work two hours early. The two hours will be made up in the evening by the secretary attending Open House in her designated building.

EVALUATION OF EMPLOYEE

The administrative assistant shall be observed and evaluated periodically. Upon preparation of the written evaluation, the supervisor shall conduct a conference with the employee to discuss the report. The employee and the Association shall receive copies of all written observations and evaluations.

NOTICE OF TERMINATION

Employees shall give a minimum of ten (10) workdays written notice before leaving the employ of the School District. Departing employee will be offered an Exit Interview with the Business Office. Final paycheck will be issued to employee upon satisfactory return of all school property (including keys, etc.).

NOTIFICATION OF JOB VACANCIES

Proposed Probation Period for Existing Employees

When a bargaining unit vacancy exists or occurs or a new job is created within the bargaining unit, bargaining unit members shall be notified according to Appendix C, Hours of Work and Other Conditions of Employment/Notification of Job Vacancies.

The position shall be awarded on the basis of seniority with a forty-five (45) calendar day probationary period. During the forty-five (45) calendar days probationary period the Association agrees that a substitute may be called for the temporary position. No rights will be given to the substitute or a permanent position be promised.

The Association along with the employee will meet with the Employer on or before the 45th calendar day to discuss if the employee has the necessary qualifications to perform the job. If mutually agreed upon the position will be awarded on a permanent basis and all rights to the former position will be lost.

The temporary vacancy will be immediately posted and the process to fill the vacancy according to Appendix C, Hours of Work and Other Conditions of Employment/Notification of Job Vacancies shall be followed.

JUST CAUSE

The Employer shall have the right to discipline, reprimand, reduce in rank or compensation, suspend and/or discharge any employee with just cause.

EMERGENCY LEAVE

An employee may receive permission to leave the assigned work area in case of a family emergency by receiving permission from the Building Principal/Immediate Supervisor and/or his/her designee.

PROBATIONARY PERIOD

A sixty (60) calendar day probationary period of work running concurrent with the regular work schedule shall be in effect for all new employees. Seniority of new employees who have completed their probationary period shall be computed from the first (1st) day that the employee worked in her job.

DUTIES

Where the School Code, Regulations of the Pennsylvania Department of Education, or the Medical Practice Act of 1974 as amended, require special training, no employee shall be required to perform any duty for which he/she is not properly trained according to the law or regulations. Should an administrative assistant willingly and at the request of the District lend any assistance in an emergency situation, it is hereby understood that the School District's liability insurance shall cover any liability incurred by an employee in the course of lending such assistance.

WORK DETERMINATION

The employer reserves the right to eliminate positions as deemed necessary. An employee shall not have the number of working days/hours reduced or modified during the term of this Agreement. However, working days/hours may be modified due to extreme emergencies. Any day which an administrative assistant does not work due to such emergencies shall be made up and the time and a half payment would be waived in the above situation. When an employee terminates service with the District, the Employer has the right to eliminate that position or reduce or modify the number of working days/hours for that position.

SENIORITY

Seniority is defined as the length of continuous service from the first (1st) day of work on a now current Bargaining Unit or former confidential job. Seniority shall not be interrupted by a layoff or furlough for two (2) years provided the employee returns to work within five (5) work days of notification to return to work. Seniority shall be terminated for reasons of resignation, termination of employment, discharge with cause, or retirement.

LAYOFF AND BUMPING

~~In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority.~~

~~No new employees shall be hired until all employees on layoff status desiring to return to work, and are qualified to perform said work, have been recalled.~~

~~Employees who are laid off shall be recalled in the order of their seniority to the Employer.~~

In the event of a reduction in the work force which necessitates the laying off of Employees, Employees shall be laid off in the reverse order of their seniority.

Employees who are laid off or bumped out of their position shall have the right to use seniority to bump any less senior employee.

In the event it becomes necessary to consolidate or close a Building/Department the Employee has the right to bump into a position based on their seniority.

REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting.

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Association shall have the right to request available information from the Employer in accordance with the "Right to Know Law," i.e.: Board Meeting Agendas, Minutes, Bill Lists, Treasurer's Report, Financial Report, Auditor's Reports, Budget, Master Schedule for each building, Employee Directory, and employees' salaries. Association requests for information will be delivered in writing, signed by the President of the Association, to the Superintendent of Schools.

B. Release Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings with the employer, he/she shall suffer no loss in pay.

C. Use of School Facilities

The Association and its representative shall have the right to use school building and equipment for meetings at reasonable times in accordance with existing School Board Policy.

D. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the building administrator.

REST PERIODS

In each workday, employees shall have one (1) paid ten (10) minute rest period during the morning and one (1) paid ten (10) minute rest period during the afternoon.

APPENDIX D GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. Grievance

A "Grievance" is hereby defined as a claim by an employee based upon the meaning, interpretation, or application of any provision in this Agreement.

2. Day

The term "day" means workday.

C. PROCEDURE

1. Time Limits

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- (b) Failure at any level of this procedure to communicate the decision in writing to the employee involved and the Association within the specified time limit shall permit the employee to proceed to the next prescribed step. The employee may withdraw a grievance at any time. Failure on the part of the employee to appeal a decision rendered to him/her within the specified time limits will be deemed acceptance of that rendered decision.

2. Informal Conference — Immediate Superior

An employee with a grievance shall first discuss it with his/her immediate superior within ten (10) days of when the employee knew or reasonably should have known of the event giving rise to the grievance, with the objective of resolving the matter informally

3. Level One

If the matter is not satisfactorily adjusted in the informal conference, then within five (5) days the employee and Association may submit the grievance on a grievance form to the immediate superior. The immediate superior shall set forth a decision and the reasons therefore on the grievance form and return it to the employee and Association within five (5) days.

4. Level Two — Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, then within five (5) days following receipt of the immediate superior's decision, he/she and Association may file the grievance form with the Superintendent. The Superintendent, or designee, shall hold a conference with the employee within five (5) days of the filing. The Superintendent shall set forth a decision and the reasons therefore on the grievance form and return it to the employee within five (5) days after the close of the conference.

5. Level Three — School Board

If the employee is not satisfied with the disposition of the grievance at Level Two, then within five (5) days following the receipt of the Superintendent's decision, the employee may file the grievance form with the Secretary of the School Board. The Secretary, or designee, shall schedule a conference with the committee representing the Board, the Association, and the employee at the next scheduled Board meeting. No later than five (5) days following the conference, the Secretary of the School Board shall communicate in writing the decision and the reasons therefore of the committee representing the Board of School Directors to the employee and Association.

6. Level Four — Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, then within five (5) days after receipt of the written decision by the Board of School Directors, the Association may request in writing binding arbitration as provided in Article IX, Section 903 of Act 195. The Association shall have ten (10) days in which to notify the Board whether it is willing to proceed to arbitration on behalf of the employee.

(b) Within fifteen (15) days after the Association has notified the Board, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. The grievant and then the Board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision

not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- (d) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

Any aggrieved person shall be represented at all stages of the grievance procedures with the exception of the informal conference by the Association.

E. MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent and a copy simultaneously to the involved immediate superior(s). The processing of such grievances shall be commenced at Level Two and shall follow through all remaining levels of the grievance procedure.
2. Any grievance arising out of a situation in which the immediate superior is without authority to act shall be submitted in writing to the Superintendent with a copy going simultaneously to the involved immediate superior(s). The processing of such a grievance shall be commenced at Level Two and shall follow through all remaining levels of the grievance procedure.