

Collective Bargaining Agreement

Between

South Park School District

And

South Park Educational Support Professionals

**South Park Educational Support Professionals, PSEA/NEA
July 1, 2020 to June 30, 2025**

**South Park School District
2005 Eagle Ridge Road
South Park, Pennsylvania 15129**

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AGREEMENT

A. **PARTIES TO AGREEMENT**

This Agreement dated April 8, 2021 is between the South Park Educational Support Professionals (hereinafter the “Association”) and the South Park School District of Allegheny County, Pennsylvania (hereinafter the “District”). The provisions of this Agreement shall become effective on July 1, 2020, unless otherwise expressly provided herein.

B. **VIOLATION**

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Association of a violation by the District of this Agreement.

**ARTICLE I
RECOGNITION**

A. **ASSOCIATION**

The District recognizes the Association as the sole and exclusive collective bargaining agent with respect to wages, hours, and other terms and conditions of employment for all employees covered by this Agreement.

B. **EMPLOYEE**

The term “employee” as used in this Agreement applies to all individuals occupying jobs included in the bargaining unit as certified by the Pennsylvania Labor Relations Board.

**ARTICLE II
MEMBERSHIP/DUES DEDUCTION**

A. **MAINTENANCE OF MEMBERSHIP**

All employees who are presently members of the Association in good standing in accordance with its Constitution and By-Laws, and all other employees who hereafter become members of the Association, shall, as a condition of employment, maintain their membership in the Association in good standing for the duration of the Agreement except as provided by Act 195. For the purpose of this section, an employee shall not be deemed to have lost his membership in the Association in good standing until the Financial Secretary of the Association shall have determined that the membership of such employee in the Association is not in good standing and shall have given the District a notice in writing of that fact.

B. **DUES DEDUCTION**

Cards must be submitted by members to the Superintendent’s Office no later than July 1 of each contract year for payroll deduction. The District will check off dues on the basis of individually-signed voluntary deduction cards which will state the amount to be deducted and the months applicable.

C. FAIR SHARE

Fair Share fees shall not be collected until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S.Ct. 2448 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, each non-member in the bargaining unit represented by the South Park Educational Support Personnel Association shall be required to pay a fair share fee as provided by Act 84 of 1988. The District and the Association agree to comply with all provisions of the law. The Association agrees to extend to all non-members the opportunity to join the Association.

D. INDEMNITY

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice, or assignment furnished under any of such provisions.

ARTICLE III
SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such unqualified rights as he/she may have under the Public School Code of 1949, as amended, under the Public Employee Relations Act, or under applicable laws.

ARTICLE IV
SEVERABILITY CLAUSE

The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect.

ARTICLE V
RESPONSIBILITIES OF THE PARTIES

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Association (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The parties' officers, representatives, agents and members shall deal fairly and reasonably with one another in all relationships under this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. There shall be no interference with the right of employees to become or to continue as members of the Association.
- B. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Association.
- C. During the term of this Agreement, there shall be no lockouts.

- D. There shall be no Association activity during work hours.
- E. There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.
- F. During the term of this Agreement, there shall be no strikes, work stoppages or interruptions or impeding of work. No officer or representative of the Association shall authorize, instigate, aid, or condone any such activities.
- G. The applicable procedures of this Agreement will be followed for the settlement of all grievances.
- H. It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, handicap or disability.

ARTICLE VI
GRIEVANCE PROCEDURE

The applicable procedures of this Agreement will be followed for the settlement of all grievances.

A. **DEFINITIONS**

1. **Grievance**

A “grievance” is hereby defined as: A complaint by an employee regarding the meaning, interpretation, or application of any provision of this Agreement.

2. **Aggrieved Employee**

An “aggrieved employee” is the employee making the claim.

B. **PROCEDURE**

Step 1.

Any employee who has a grievance shall discuss such grievance with said employee’s principal in an attempt to settle the matter informally, within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or when the employee reasonably should have known of its occurrence, whichever is first. If the grievance has not been satisfactorily resolved by such informal discussion, the aggrieved employee can present said grievance in writing on standard Step 1 grievance forms to the employee’s principal within ten (10) working days after the informal discussion. The principal shall render a written decision within ten (10) working days after receipt of the Step 1 grievance form. If that principal’s decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. If a grievance has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

Step 2.

A grievance, to be considered beyond Step 1, must be filed in writing on standard Step 2 grievance forms by the Association not later than ten (10) working days after the final Step 1 answer. A grievance in Step 2 shall be discussed in an attempt at settlement at a mutually convenient time among the grievant, Association, and a representative of the District and answered within ten (10) working days from the date the written grievance is appealed to Step 2. The District's decision and the date thereof shall be recorded on the standard Step 2 grievance forms and a copy given to the aggrieved employee. A copy of the written answer shall also be given to the Association. If the District's decision is not appealed, that particular grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

Step 3.

In order for a grievance to be considered further, it must be appealed by the Association in writing on the standard Step 3 grievance form within ten (10) working days of the Step 2 answer for a discussion with the Superintendent or Superintendent's designee. The Association representative and the chief school administrator shall discuss such grievance within fifteen (15) working days following receipt of written appeal unless the chief school administrator is unavailable in which case the meeting will be held as soon as practicable after his return. Grievances discussed in such meetings shall be answered by the District within ten (10) working days after the date of such meeting, unless, by mutual agreement, a different date for disposition is agreed upon. If the District's decision in Step 3 is not appealed to arbitration within twenty (20) working days after the Step 3 meeting, the particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal.

Step 4.

Any grievance that has been processed in accordance with the provisions of the preceding steps of this Section, but has not been satisfactorily settled, upon proper appeal, may be submitted to arbitration by the Association in accordance with Section 903 of the Public Employee Relations Act. If within ten (10) workdays (or a longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Pennsylvania Bureau of Mediation shall be requested to submit names of impartial arbitrators in accordance with the Act. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement. When a dispute is related to the scale of wages or benefits in any way, any decision rendered shall be limited in retroactivity to July 1 of the current budget with which the dispute was first presented as a grievance in writing. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement and shall limit his decision to the grievance presented for his decision in accordance with said Agreement.

C. YEAR-END GRIEVANCE

In the event a grievance is filed in writing at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure through Step 3 may be exhausted prior to the end of the school year, or as soon thereafter as is practicable. Any grievance which, as of the effective date of this Agreement, has been presented in writing and is in the process of adjustment under the grievance sections, may be continued to be processed under the grievance procedures of any successor agreement, and settled in accordance with the applicable provisions of this Agreement.

D. RIGHTS OF EMPLOYEE AND ASSOCIATION

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Association of a violation by the District of this Agreement. As the representative of the employees, the Association may process a signed grievance through the grievance procedure, including arbitration, in accordance with the Agreement or adjust or settle the same.

In the event of a termination of employment for cause, the employee shall have the right to file a grievance under the collective bargaining agreement or request a hearing pursuant to Section 514 of the Public School Code of 1949, as amended but not both. If within ten (10) days after the receipt of a detailed written statement of charges as required by Section 514, the employee chooses to exercise his or her right to a hearing before the Board of Directors, any provision of this Collective Bargaining Agreement relative to the right of the Association to grieve or arbitrate the termination of employee shall be void.

E. MISCELLANEOUS

1. Group Grievance

If a grievance affects a group or class of employee, the Association may submit such grievance in writing signed by each aggrieved employee to the District's Step 2 representative on the standard group grievance forms, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all steps of the grievance procedure in accordance with this Agreement even though the aggrieved employee does not wish to do so or it may adjust or settle the same. When the original grievance is resolved in the grievance procedure, the parties resolving such grievance shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled to the satisfaction of the parties, it shall then be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

2. Forms

Forms for filing grievances, for minutes, and for taking appeals shall be prepared by the District upon approval by the Association with copies attached to each copy of this Agreement. (See addendum).

3. Meetings and Hearings

All meetings, hearings and other activity under this grievance procedure shall not be conducted in public. All activities shall be conducted outside of normal school hours except with permission of the Superintendent. In no event shall the employee suffer a loss in wages because of attendance at a meeting, hearing, or other activity under this grievance procedure. The employer may call an employee to appear before the Superintendent, School Board, or any committee thereof without prior notice when it is deemed necessary by the employer to protect life and/or property.

4. Authorized Grievance Representatives

The Association and the District shall designate to each other as soon as possible in each school year the designated representative(s) who shall be certified as the authorized grievance representative for all grievance matters.

5. Failure to Respond

If the employer fails to respond within the prescribed time limits of the grievance procedure, the grievant may proceed to the next step of the grievance procedure.

ARTICLE VII
JUST CAUSE PROVISION

No employee shall be disciplined or discharged without just cause. The District will not discharge an employee, even for proper cause, unless said employee had previously, for other proper cause, received either a disciplinary notice without time off or a disciplinary notice with time off.

ARTICLE VIII
MANAGEMENT

The management of the District's facilities and operations, and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment, and operations shall be retained by and vested exclusively in the District. The District has the right to schedule and assign work to be performed and the right to hire or rehire, promote, recall, demote, suspend, discipline, discharge, transfer, or lay off employees because of lack of work or other legitimate reasons, it being understood, however, that the District shall not discipline or discharge an employee except for cause, or otherwise improperly discriminate against an employee. The District in the exercises of its rights shall be subject to the provisions of this Agreement.

ARTICLE IX
HOURS OF WORK

A. **HOURS OF WORK**

This Section defines the normal hours of work and shall not be construed as a guarantee of hours or days for work for any period. The normal working day shall be eight (8) hours of work for twelve (12) month administrative assistants. The normal working day shall be seven (7) hours of work for paraprofessionals. This will include thirty (30) minutes for a duty-free lunch period. The normal workday for a ten (10) month administrative assistant position shall be an average of eight (8) hours. It is recognized that absenteeism by bargaining unit employees, failure of utilities, acts of God, and other legitimate operating reasons may require changes or adjustments in arrangements provided above.

B. **DEFINITIONS**

Twelve Month Employees are administrative assistants who normally work eight (8) hours per day and 260 days per year. Ten month employees are administrative assistants who normally work eight (8) hours per day and 191 days per year, and paraprofessionals who normally work seven (7) hours per day and 189 days per year.

C. **OVERTIME**

Overtime at one and one-half (1½) times the standard hourly wage rate (see Article XVIII-A) will be paid for authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time not worked, but paid for, shall not be used in the calculation of overtime.

D. **WORK YEAR**

The normal employee work year shall be 260 days for twelve (12) month administrative assistants. The normal employee work year for a ten (10) month administrative assistant shall be 191 days which includes the New Year's Day Holiday. If the ten (10) month administrative assistant position extends beyond the normal work year on a permanent basis, said position(s) shall be posted and made available for bid for all members in the bargaining unit. All paraprofessionals will work 189 days which includes the New Year's Day Holiday.

E. **OPEN HOUSE**

All employees will work the Open House in their building, with the hours to be determined by the Superintendent. Employees shall be released early on the day of an open house at the same time as the teachers in the building to which the employee is assigned.

F. **ACCESS BILLING**

The District shall provide all paraprofessionals twenty (20) minutes per day, free of all other duties, to complete their Access billing responsibilities.

G. SCHOOL CLOSURE

In the event of a school closure due to weather conditions, the Superintendent shall have the discretion to offer work options to administrative assistants, including but not limited to:

1. Reporting to work when it is safe to do so;
2. Utilizing a personal or vacation day;
3. Working from home and providing the District documentation of said work.

ARTICLE X
HOLIDAYS

A. TWELVE (12) MONTH EMPLOYEES

For the purpose of this Agreement, the following shall be designated as paid holidays for twelve (12) month administrative assistants:

New Year (3 days)	Labor Day
Good Friday	Veterans' Day
Easter Monday	Thanksgiving (3 days)
Memorial Day	Christmas (3 days)
Independence Day	Additional day during the Christmas/ New Year's period - date to be set by mutual agreement.

or days observed as such. When work is performed on a holiday, the employee shall be paid at no more and no less than double the standard hourly wage rate.

B. TEN MONTH EMPLOYEES

For the purpose of this Agreement, the following shall be designated as paid holidays for ten (10) month administrative assistants and paraprofessionals:

New Year's Day (1 day)

or the day observed as such. When work is performed on the holiday, the employee shall be paid at no more and no less than double the standard hourly wage rate.

C. HOURS OF PAY

Each employee, otherwise eligible, not required to work on a designated holiday, shall be paid for the number of hours normally worked per shift at his standard hourly wage rate for such holiday.

D. ELIGIBILITY

In order for an employee to be eligible to receive holiday pay as provided for in Article X-A above:

1. The employee must be actively employed by the District during the thirty (30) calendar days prior to a holiday, or day observed as such;

2. The employee must have performed work for the District during the last four (4) hours of assigned shift on the last scheduled workday immediately preceding and during the first four (4) hours of assigned shift on the first scheduled workday immediately following the holiday in question, or day observed as such, on which employee was scheduled to work by the District unless failure to perform such work for the District was authorized or directed by the District.
3. A doctor's certificate will serve in lieu of work performed as defined above.

E. HOLIDAY/VACATION

When a holiday occurs during an employee's scheduled vacation, employee shall be entitled to the holiday in addition to vacation days used.

ARTICLE XI
VACATION

A. PERIOD

Full-time administrative assistants who have earned a vacation will, insofar as practicable, be granted vacation primarily during the period between late June through August 15, (longer service employees being given preference as to choice). One (1) week to ten (10) days may be taken while school is in session with permission of the Superintendent. Final right to allot vacation periods (days) and to change such allotment is exclusively reserved to the District. In no event shall a vacation or a vacation day to which an employee may be entitled, be carried over or accumulated any longer than one year from the last anniversary date of employment, i.e., until the next vacation period is earned.

B. ELIGIBILITY

To be eligible for a vacation during the term of this Agreement, the employee must:

1. Have six (6) months or more of continuous service;
2. Have worked in at least seventy-five percent (75%) of the payroll periods in the six (6) months next preceding the requested vacation period; and
3. No vacation to be scheduled two (2) weeks before school begins or one (1) week after school terminates.

C. VACATION

Years of Service	Calendar Weeks of Vacation
Six months to one year	1
One but less than five	2
Five but less than ten	3

One additional day per year of service for each year beginning with the tenth (10th) year to a maximum of four weeks.

e.g. - 10th year – 16 vacation days
 14th year – 20 vacation days (maximum)
 19th year – 20 vacation days (maximum)

Service time is calculated from effective date of employment. Vacation days are applicable after the anniversary date of service.

D. VACATION PAY

Administrative Assistants shall receive the standard hourly wage rate times the number of hours they would normally work up to a maximum of forty (40) hours per week during the vacation period. At termination of employment, an employee, except if dismissed, or if employee quits without giving two (2) weeks' notice, the employee or if the employee dies, his/her surviving spouse or estate will receive full compensation for all unused vacation days. If a holiday occurs during the calendar week vacation period, the employee's vacation shall be extended by the number of days involved.

ARTICLE XII
SAFETY AND HEALTH

Employees shall not be required to work under conditions which are unsafe or unhealthy. The District shall comply with the provisions regulating safety hazards, including fire hazards in public school buildings, and all other applicable laws with respect to the health, safety and welfare of its employees. It is the intention of the parties to establish a smoke-free workplace environment. All areas not currently designated in other collective bargaining agreements as smoking-permitted areas will be covered by the no smoking policy. The District will make every effort to secure an agreement with any bargaining agent whose contract is in conflict with this provision to comply.

A representative of the bargaining unit, chosen by the Association, shall serve as a member of the District's Crisis Management Committee. The District shall, on an annual basis, provide training, to all employees on intruder preparedness and lockdown procedures. Additionally, the District Police Officer will, on an annual basis, provide training to all employees required to conduct bag searches and other procedures it may require to ensure the safety of its students and employees. The District shall provide all employees written copies of its policies and procedures for lockdown. In the event of a lockdown, employees shall be informed as soon as practical, about the status of the situation that resulted in the lockdown and shall be provided regular updates on the status of the lockdown.

ARTICLE XIII
RIGHTS OF EMPLOYEES

A. USE OF FACILITIES

The Association may make written application to the Superintendent for the use of a school building to conduct an Association meeting. Such application shall be made at least five (5) days in advance of the proposed meeting, shall designate a period outside of normal school hours and the approximate time needed. Upon the approval of the Superintendent, to be given within three (3) days following the request (unless other times are mutually agreed upon), the Association may be permitted to use designated facilities for an Association meeting. Such approval shall not be arbitrarily withheld. The Association shall reimburse the District for any cost involved.

B. COPY OF AGREEMENT

Copies of this Agreement shall be prepared by the District at their expense and the Association shall be presented with one copy for each member of the bargaining unit.

C. PERSONNEL FILE

An employee shall have an opportunity periodically, at his/her request, to consult with the administration concerning his/her job performance. All employees shall be evaluated annually via an evaluation form designed by the District and the Association. Observation-evaluation reports shall be made available to an employee for his/her review. In the event a written complaint is to be retained in an employee's personnel record, said employee shall be notified of District's intention and shall be given an opportunity to respond in writing within ten (10) calendar days of such notification. The written complaint and the written response will then be retained in the personnel file. If the employee does not respond in writing within the ten calendar days so stipulated, the original complaint will be retained in the personnel file without the written response. After three (3) years of no additional complaints, all complaints shall be removed.

D. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

E. TRANSFERS

In the instance of a transfer, affected employees shall be consulted and the District shall make every effort to accommodate the employee's wishes. However, the final decision to transfer is vested exclusively with the District. Although the final decision to transfer is vested with the District, seniority will be taken into consideration.

F. REQUIRED MEETINGS OR HEARINGS

Whenever an employee is required to appear before the Superintendent, School Board, or any committee thereof, concerning any matter which could adversely affect his/her continuance in employment, position, or salary, such employee shall be given forty-eight (48) hours prior written notice of the purpose of such meeting and shall be entitled to have a representative of his/her choice to advise and/or represent him/her during said required appearance.

G. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any employee is required by the Superintendent or his/her designee to participate during defined normal working hours (Article IX-A) in negotiations, grievances, conferences, or meetings, he/she shall suffer no loss in pay.

H. REFRESHER COURSES REIMBURSEMENT

Each employee will be paid seventy-five percent (75%) for a “C” grade and one hundred percent (100%) for a “B” grade or better, of that part of the cost per credit for tuition expended by the employee.

1. All courses must be previously approved by the Superintendent in writing.
2. In no event shall any reimbursement for credits be duplicated.
3. The credits must be in the field of assignment and of special value in the employee’s assigned area, as determined by the District.
4. The maximum number of credits the District will reimburse an employee for is twelve (12) credits per school year.

ARTICLE XIV
SENIORITY

A. DEFINITIONS

1. “District Seniority” means an employee’s length of continuous service with the employer since their last date of hire (first day of work on a bargaining unit job).
2. “Classification Seniority” means an employee’s length of service with the employer in their particular job classification.
3. For purposes of this Article and this Agreement, “job classification” shall mean either “Twelve (12) Month Administrative Assistant”, “Ten (10) Month Administrative Assistant, or “Paraprofessional”.
4. Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service, in accordance with the following provisions:
 - a. There shall be no deduction for any time lost which does not constitute a break in continuous service.
 - b. Continuous service shall be broken by:
 - (1) Quit – provided that if the employee is rehired within fifteen days, the break in continuous service shall be removed. Quit includes absence without notice for three or more days;
 - (2) Discharge;
 - (3) Retirement;
 - (4) After lay-off for two (2) years.

5. Absence due to a compensable disability under the Pennsylvania Workers' Compensation Act or the Pennsylvania Occupational Disease Act or absence due to illness or disability for which an employee is being paid under the sick leave benefits of this Agreement shall not break continuous service provided such individual returns to work within ten (10) working days after final payment of Workers' Compensation or occupational disease benefits or after the end of the period used in calculating a lump sum payment or after the employee's accumulated sick leave has been exhausted. Unless employee has been granted unpaid sick leave by the District, in which case, continuous service will not be broken if employee returns to work at the end of such unpaid sick leave.

B. PROBATIONARY PERIOD

New employees, including those hired after a break in continuous service, shall be regarded as probationary employees for the first ninety (90) calendar days. They shall be added to the seniority list after the expiration of said ninety (90) day period; however, seniority shall be calculated as of date of hire. During the probationary period, employees may be laid off or discharged as exclusively determined by the District. Probationary employees shall be entitled to insurance benefits on the first day.

C. SENIORITY LISTS

The Association may request up-dated seniority lists no more than twice during any year. The District shall provide such lists within thirty (30) days of request.

D. WORK FORCE CHANGES

1. Lay-Off

- a. Lay-offs shall be by job classification in inverse order of District Seniority. In the event it becomes necessary to eliminate positions (lay-off), the affected employee(s) (the employees with the least district seniority within that job classification) shall be given a ten (10) work day notice. The employee(s) subject to lay-off within the affected job classification (the employee(s) with the least district seniority within that classification) will have the right to bump the employee with the least district seniority in the bargaining unit whose work they are able to perform. Employees who have the right to bump under this Article shall be permitted to do so without interruption of their continuous service to the employer as defined in Article XIV-A-2 above.
- b. If the employee bumps into an administrative assistant position, they shall be required to show computer proficiency as per section 2e.
- c. No new employee shall be hired until all employees on lay-off status desiring to return to work who are qualified to perform said work have been recalled. Employees who are laid off shall be recalled in the inverse order of their layoff.

2. Vacancies

- a. When any new job or any vacancy in an existing job classification (due to resignation, death, or dismissal for cause) exists, such vacancy shall be posted on all bulletin boards for not less than ten (10) working days. Such

positions shall be posted immediately following the next regularly scheduled Board Meeting after the District becomes aware of the vacancy.

- b. Such positions shall be filled on a permanent basis within sixty (60) calendar days of the initial posting or the Association shall be informed that the positions will not be filled.
- c. The District may fill the position with a substitute during the sixty (60) calendar day period following the initial posting.
- d. Employees desiring to transfer to jobs shall submit an application in writing to the Superintendent. The senior qualified employee shall be given the position. In instances of a principal's administrative assistant vacancy, subjective consideration shall be included in qualifications necessary.
- e. No employee shall be required to take any test for skill level for purposes of qualifying the employee for any position if the employee's current job description requires such skill or skills or if the employee was tested for such skill or skills in the preceding two (2) years and successfully met the District's standard. All standards for testing shall be consistent. However, when transferred or promoted to an administrative assistant position the applicant must demonstrate proficiency in computer operations. Proficiency in computer operations shall be demonstrated by successfully completing a test of assigned tasks, using spreadsheets, databases, Word or comparable software within a two (2) year period prior to application. All computer courses utilizing spreadsheets, databases and Word or other comparable software offered by the District as in-service training within two (2) years of application and successfully completed by bargaining unit employees shall be considered as adequate demonstration of computer proficiency, provided the employee has a documented letter of satisfactory course completion or has passed a District test of computer proficiency.
- f. Instructional paraprofessional with RN or LPN license position exists with the distinction that an RN or LPN license is required. No employees working as a paraprofessional may be involuntarily transferred into a PCA position or required to perform duties properly requiring an RN or LPN license. Terms and conditions will otherwise be the same as for paraprofessionals.

E. EXTRA DUTY OPENINGS

All open positions within the District, including but not limited to positions for professional employees and temporary professional employees as defined by the Pennsylvania School Code, athletic, and activity vacancies, along with any Extra Duty vacancies, including but not limited to Summer Job opportunities and proctoring/monitoring of PSAT/SAT testing, shall be posted on the District website with a detailed job description and promptly emailed to the School District email address of every bargaining unit member after teachers have been given the opportunity to bid on such positions. Although the District shall maintain the discretion in the filling of any Extra Duty openings, seniority will be considered in the filling of the positions listed above.

ARTICLE XV
LEAVES

A. **MATERNITY**

Maternity leaves shall be governed by applicable law and in accordance with the regulations of the Pennsylvania Human Relations Act of October 27, 1955, P.L. 744, as amended per (16 PA Code Ch. 41).

B. **PERSONAL DAY**

Four (4) personal/emergency leave days shall be available for employee for legal, religious, business, medical, or personal reasons, with the following limitations:

1. All requests for the personal day must be submitted at least five (5) school days prior to the effective date of the leave via the District's attendance management software.
2. No personal days will be requested or granted for the first or last day of school. The District may request documentation of emergency situations on these days.
3. One (1) unused personal/emergency day may be accumulated into the following year for a maximum of five (5) personal/emergency days. inclusive of the days carried over and the days granted for the year. Employees shall be able to have a maximum of four (4) personal/emergency days converted to sick leave at the end of any school term and in no circumstance shall more than one (1) day be accumulated. No more than fifty percent (50%) of the employees may be out of the building on personal leave on the same day. However, under extraordinary circumstance, exceptions could be granted by the Superintendent.

C. **EMERGENCY LEAVE**

The District may request documentation of the emergency situation. Emergencies qualifying for emergency leave will be as follows:

1. Surgery in immediate family which occurs on the emergency leave day.
2. Auto accident on way to school.
3. An accident or serious illness in immediate family which occurs on the emergency leave day.
4. Fire, flood, or loss of heating system in home.
5. Birth of employee's baby.
6. If employee is prevented from getting to work because of non-availability of public or private transportation.
7. Doctor's appointment for an employee that cannot be scheduled on other than normal working hours.
8. Appearance of an employee as a subpoenaed witness.
9. Closing of a mortgage or taking a major loan in excess of \$5,000 by the employee.
10. Marriage of employee, child, or step-child.
11. Graduation of employee's spouse, child, or step-child from college.

12. Registration of employee's child or step-child at elementary or post-secondary school.

D. JURY DUTY LEAVE

An employee who is called for jury duty in a court of law shall be excused from work for the days for which he/she is called to serve. Such employee shall receive for each such day for which he/she otherwise would have worked up to a limit of ten per year, the difference between the juror's fee the employee has received and the amount the employee would otherwise have received for such day. The employee will present proof of the call to jury duty, the length of jury service, and the jury fee received.

E. DEATH LEAVE

1. There shall be no deduction in payment to said employee for up to three (3) consecutive work days at any one time in event of death of a father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandfather, grandmother, brother-in-law, sister in law, near relative who resides in the same household, or any person with whom the employee has made his home.
2. In cases of death of a near relative, there shall be no deduction in payment to said employee for absence for the purpose of attending the services of interment on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, or nephew.
3. Additional time may be granted without pay, to employees in the event travel is required in order to attend the funeral on the day of interment, of those mentioned above, at the discretion of management.
4. Time not worked, but paid for, will not be used in the calculation of overtime.

F. ACCUMULATIVE SICK LEAVE DAYS

On July 1 of each calendar year, each employee shall be credited with twelve (12) days for twelve (12) month employees and ten (10) days for ten (10) month employees. Part-time employees will receive a pro-rated number of sick days. A sick day shall be defined as the number of hours an employee works per day. If an employee's normal work day varies, the employee's sick day shall be the average hours per day/per week that employee works. The unused portion of such allowance shall accumulate from year to year without limitation. Employees may use five (5) sick days per year for family illness.

When the District, in its sole discretion, believes there are questions concerning an employee's use of sick leave, a counseling session on the appropriate use of sick leave may be provided. In addition, a physician's statement may be required when an employee is absent for three (3) or more consecutive days. Abuse of sick leave at any time may be subject to discipline, up to and including termination.

G. NOTIFICATION OF ACCUMULATION OF SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave days no later than August 30th of each year via electronic communication.

H. LEAVE OF ABSENCE

An employee who is unable to work because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay or without fringe benefits for the duration of such illness or disability up to one year. Insofar as practicable, said employee, when he/she returns from said leave, shall be assigned to the same position held at the time said leave commenced. During the term of said District granted leave, said employee shall be permitted to continue premium payments for life insurance, medical and surgical coverage, and disability insurance at his/her expense.

I. UNPAID LEAVE

1. All accumulated vacation and personal leave time shall be exhausted prior to requesting unpaid leave days. An employee can request no more than two (2) unpaid leave day per year unless an emergency arises.
2. In addition, a maximum of a full-time twelve-month unpaid leave may be granted for educational purposes.

J. FAMILY AND MEDICAL LEAVE

The District shall comply with all requirements of the Family and Medical Leave Act of 1993 (FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. FMLA leave will run “stacked” with respect to sick and personal days at the employee’s discretion. The employee will have the option to use or not use sick days and/or personal days prior to taking FMLA leave when applicable. Sick days for personal illness or the illness of a family member will be able to be applied prior to FMLA leave.

K. CHILD REARING LEAVE

Employees shall be granted unpaid leaves of absence for up to one year for the purpose of child-rearing under the following provisions:

1. Such leave shall be consistent with applicable state or federal laws.
2. In the case of pregnancy, an employee’s leave shall begin on the date of the birth of the child. In the case of the adoption of a child or foster care, leave shall begin on the date the employee takes physical custody of the child. Child rearing leave will run concurrently with FMLA, sick leave, and personal leave where applicable.
3. The employee may return to work on the first day of the school year, or the first day of the mid-year. If the employee elects to remain off work the entire one-year period, the employee shall return to work on the day exactly one calendar year from the date the leave began. If this date falls on a weekend or holiday, the employee will return to work on the next work day.
4. The employee must notify the District thirty (30) calendar days prior to the return date for employment. Failure to notify the District of return to work will result in having the position declared open. The date of returning to work, as stated above, shall be subject to change only by mutual agreement between the employee and the District in a written statement signed by the employee and the Superintendent.
5. The employee may continue insurance coverage during the leave of absence by submitting the monthly premium payments in advance of the due date to the Business Office.

L. ASSAULT LEAVE OF ABSENCE

1. When an employee is required to be absent from duty due to an injury resulting from an assault by a student incurred in the course of employment with the District, the District will pay such employee the difference between the employee's regular wages and the employee's entitlement under the provisions of the Pennsylvania Workers' Compensation Act for the first seven (7) days the Employee qualified for Workers' Compensation. Such leave shall not affect or offset any available sick leave.
2. An Employee whose absence was less than seven (7) days, and therefore did not qualify for or apply for Workers' Compensation, may apply to the District for leave for the days the employee was scheduled, but unable to work, and shall be compensated for those days, provided she/he provides a doctor's excuse for such absence. Such leave shall not affect or offset any available sick leave.

M. PAID LEAVE INCREMENTS

Administrative assistants shall be entitled to take paid leave (personal, emergency, sick and vacation) in two (2) hour increments at any time throughout the year, but may only take one two (2) hour increment per day. Paraprofessionals shall be entitled to take paid leave (personal, emergency, sick and vacation) in increments of 1.75 hours at any time throughout the year, but may only take one 1.75 hour increment per day.

ARTICLE XVI
SEVERANCE PAY

An employee who is permanently retiring because of age, years of service, or disability, under the provisions of the Public School Employees Retirement Act, shall be entitled to a severance allowance based upon unused accumulated sick leave days in accordance with the following provisions: Days one (1) through seventy-five (75) at thirty-five dollars (\$35) per day and over seventy five (75) days at fifty-five dollars (\$55) per day shall be payable to all employees who retire from the District, provided they have at least ten (10) years of continuous service with the District prior to such retirement. An employee who fails to give at least sixty (60) days' notice of retirement or who is discharged for cause shall not be eligible for severance allowance. In case of death, the employee's spouse or estate will receive payment for the entire severance allowance.

The District agrees that an early retirement incentive shall be negotiated on an as needed basis.

ARTICLE XVII
INSURANCE, MEDICAL, DENTAL, AND SURGICAL BENEFITS

A. LIFE INSURANCE

Employees covered by this Agreement shall be provided with life insurance payable to the designated beneficiary of the employee as follows:

1. Effective date as per Article XIV-A-2 to six years - \$22,500
2. Six years and over - \$35,000

B. TAX SHELTERED ANNUITIES

Employees of the District are permitted to set aside a certain percentage of their income in a before-tax investment vehicle as entitled under Public Law 87-370 (Tax Sheltering Annuities) and Section 403B of the Internal Revenue Code.

C. HEALTH CARE

During the term of this Agreement, the District shall provide to employees health care insurance under the Community Blue Flex EPO plan of coverage or its successor plan offered by the Allegheny County Schools Health Insurance Consortium (ACSHIC). Should ACSHIC select a carrier other than Blue Cross/Blue Shield, the parties will meet to negotiate and select the HMO, PPO or POS plan offered by another carrier that is most equivalent to the Community Blue Flex EPO plan of coverage or its successor plan. The District will pay the cost of the Community Blue Flex EPO plan less the employee's contribution [as set forth below] In no event, shall employees be responsible for contributing more towards the costs of their health care than the amount ultimately negotiated in the Teacher's Agreement.

	Single coverage	Multiple coverage
2020-2021	\$636/year	\$1920/year
2020-2025	10% of the cost of the premiums with a cap (maximum) of \$850/year	10% of the cost of the premiums with a cap (maximum) of \$2500/year

1. Employees shall have the option to purchase the Community Blue Flex PPO plan of coverage or its successor plan through ACSHIC. However, any employee electing to purchase the Community Blue Flex PPO plan of coverage or a successor plan through ACSHIC, shall be solely responsible for any additional cost over and above the cost of the Community Blue Flex EPO plan of coverage or its successor plan.
2. All benefits shall be coordinated and not duplicated. (This means that in addition to non-duplication of benefits under this Agreement, an employee's insurance coverage, as set forth in Article XVII-C-1 shall be coordinated with similar coverage provided by other employers to employees' spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided above; with primary coverage apportioned in accordance with normal insurance standards.)
3. Health Care Option –The District agrees to pay each employee who does not apply for and receive the health care benefits set forth in Article XVII; C. Health Care above, a cash payment amounting to at least twenty-five percent (25%) of the applicable premium for the Community Blue Flex EPO plan of coverage. Said cash payment shall be made in the last paycheck in June in lieu of the District paying any premium for such benefits during the period from the date of re-enrollment on July 1st of each school year.
4. The District shall provide an Employee Assistance Plan. The District and the Association agree to jointly educate the staff regarding the components of the plan.

D. PREPAID DENTAL CARE PROTECTION

1. Effective upon execution of any application required and acceptance by the carrier in accordance with the normal insurance standards, the District shall provide to each eligible employee, one-hundred percent (100%) of the cost of Blue Shield Prepaid Basic Family Dental Care and Riders A, B, C, and D, as offered by Pennsylvania Blue Shield. Each employee shall be required to acknowledge receipt of the proper application, in writing, upon receiving same from District.
2. The District agrees to pay each employee who does not apply for and receive the dental care benefits as set forth in Article XVII-C above, a cash payment amounting to twenty-five (25%) of the applicable premiums for said entitlement. Said cash payment shall be made in the last paycheck in June.

E. SECTION 125 ACCOUNT

The District has established a Section 125 plan of the Internal Revenue Code which allows participants the option of deferring salary on a pre-tax basis to pay for medical premiums, medical co-pays and deductibles, prescription drugs, dental care, eye care, dependent care, and other qualifying expenses of such plans. The employer has established this benefit in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended, and the filing of all initial and subsequent documentation required to maintain such a plan.

1. The Flexible Spending Account program shall be implemented and administered by Security Benefit Group or the currently endorsed PSEA provider and their designated administrator and insurance carrier.
2. The District will establish a payroll deduction slot for the current vendor or their designated administrator and insurance carrier. The District will allow a 30 minute yearly information meeting in each building and an individual 15 minute personal counseling sessions with the 125 counselors to insure proper communication and sign up opportunities for all eligible employees. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the Association, the plan administrator and the Internal Revenue Code.
3. Employees, at their option, may choose to participate in said plan in accordance with the following provisions:
 - a. Employees must provide written notification, prior to the start of the plan year, of the amount they choose to contribute to a flexible spending account. Changes during the plan year will be allowed only when there is a change in employee or employee family status as defined by the IRS.
 - b. The maximum contribution for each employee shall be up to the maximum amount allowable by law for the flexible spending accounts and up to the maximum dollar amount allowable under law for the dependent care accounts. Limits for flexible spending accounts and dependent care accounts may be adjusted as per IRS regulations. The designated amount shall be deducted from the employee's salary through payroll deduction in equal installments over the period of the plan year.

- c. Employees must use the money designated for allowable expenses within the plan year or forfeit unused amounts. Employees shall have ninety (90) days following the conclusion of the plan year to submit any expenses within the plan year for reimbursement. Any forfeited balances shall be used by the employer to offset administrative costs of operating the plan.
- d. The plan will be determined by the District. The period of coverage shall be twelve (12) months or a shortened year as needed to set the plan year to the district fiscal year (July 1st through June 30th) the entire length of any shortened plan year agreed upon by the parties. The period of coverage for the 2015-2016 school year shall remain as in the previous Collective Bargaining Agreement. The period of coverage for the 2016-2017 school year will be October through June. The period of coverage for each subsequent year of this agreement will be July through June.
- e. The employer will support all educational programs involving this product and encourage employees to participate.

F. CONDITIONS

- 1. All benefits provided are conditioned upon satisfactory evidence of enrollment by execution of a proper application by each eligible employee and acceptance by the carrier in accordance with normal insurance standards. All benefits in this Agreement are subject to the conditions and exclusions imposed by the group insurance carrier in the Master Insurance Policy.
- 2. Life insurance benefits shall be payable to the designated beneficiary of the employee.
- 3. The District shall provide to each employee a description of the coverage provided under this Section as soon as possible after the same is received from the respective carrier involved.
- 4. All benefits shall be coordinated and not duplicated wholly or partially. (This means that in addition to non-duplication of benefits under this Agreement, an employee's Community Blue Flex EPO benefits shall be coordinated with similar coverage provided by other employers to employee spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided hereunder, with primary coverage apportioned to the carrier available to the employee spouse, through spouse's employer.)
- 5. A pro-rata share of any costs incurred for benefits provided shall be computed by dividing the number of hours normally worked on a daily basis by eight (8), or the number of days normally worked on a weekly basis by five (5).
- 6. Eligibility
 - a. An employee shall be eligible for benefits only while actively employed and regularly assigned to work, while laid off solely due to student summertime vacation or while on leave with pay.
 - b. Except as otherwise limited, each employee assigned to work seven (7) hours or more on a daily basis on a 188 day or more annual schedule shall be eligible to receive full benefits during periods of active employment.

- c. Except as otherwise limited, each employee assigned to work less than seven hours on a daily basis on a 188 day or more school year schedule shall be eligible for a pro-rata share of benefits during periods of active employment.
 - d. The District shall not be required to provide any of such coverage until the employee has completed the probationary period described in Article XIV-B.
7. Period of Coverage
- a. The initial effective date of such coverage described in this Section shall be the date set by the carrier as the effective date after receipt of the signed application of the employee and premium payment by the District.
 - b. All benefits provided in this Section shall expire on June 30, 2020, provided an earlier termination does not occur due to the employee failing to remain actively employed. Such benefits may only be extended by a written agreement between the parties.
 - c. The District shall provide the standard ASCHIC vision plan for employees and family. The cost will be paid by the employee.

ARTICLE XVIII
RATES OF PAY

A. HOURLY WAGE RATES

- 1. Each standard hourly wage rate, as established below, shall apply during such time as employee is assigned to work on such job. In no instance shall an employee receive a rate less than regular classification.

All newly hired employees will start at step one and advance one step effective July 1 of the following calendar year after the date of hire. During the 2020-2021 school year employees who normally would have been entitled to move up a step on July 1, 2020, will instead move up a step on first day of the second half of the 2020-2021 school year.

Administrative Assistants

Job Rate	20-21	21-22	22-23	23-24	24-25
11+	23.29	24.11	24.83	25.51	26.21
10	22.42	23.20	23.90	24.56	25.23
9	21.55	22.30	22.97	23.61	24.25
8	20.67	21.39	22.04	22.64	23.26
7	19.80	20.49	21.11	21.69	22.28
6	18.93	19.59	20.18	20.74	21.31
5	18.06	18.69	19.25	19.78	20.33
4	17.19	17.79	18.33	18.83	19.35
3	16.32	16.89	17.40	17.88	18.37
2	15.45	15.99	16.47	16.92	17.39
1	14.58	15.09	15.54	15.97	16.41

Paraprofessionals

Job Rate	20-21	21-22	22-23	23-24	24-25
11+	21.45	22.20	22.87	23.50	24.14
10	20.65	21.37	22.01	22.62	23.24
9	19.86	20.56	21.17	21.75	22.35
8	19.06	19.73	20.32	20.88	21.45
7	18.26	18.90	19.47	20.00	20.55
6	17.46	18.07	18.61	19.13	19.65
5	16.67	17.25	17.77	18.26	18.76
4	15.87	16.43	16.92	17.38	17.86
3	15.07	15.60	16.07	16.51	
2	14.27	14.77	15.21		
1	13.48	13.95			

2. Pay for paraprofessionals and ten (10) month administrative assistants shall be calculated on a yearly basis and paid out over twelve (12) months [starting in September and ending in August].

B. MILEAGE

Any employee required to use their automobile during the course of their employment shall be compensated at the IRS rate as prescribed by adopted Board Policy.

**ARTICLE XIX
EXTENDED SCHOOL YEAR (ESY) AND SUMMER WORK HOURS**

A. SELECTION AND ASSIGNMENT OF PARAPROFESSIONAL STAFF FOR ESY PROGRAMS

1. All positions for summer work programs shall be posted in accordance with the provisions in this Agreement.
2. Postings for the summer work program positions shall include the rate of pay, the hours of work, and the dates work shall be performed.
3. The hourly rate for all work performed for the summer work programs shall be the current hourly rate the paraprofessional is entitled to plus \$2.00 per hour.
4. When staff positions are available for district-based Extended School Year programs, currently employed paraprofessionals will be treated with preference before applicants from outside the district. In the event the number of interested district employees exceeds the number of available positions, preference will be given to the district employees in order of seniority.

B. SUMMER WORK HOURS

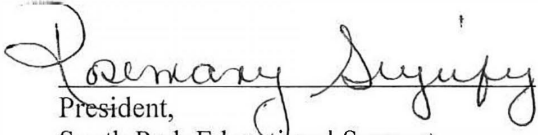
1. Notwithstanding the provisions of Article IX of this Agreement, Twelve Month employees shall have the option if they choose to work four (4) ten (10) hour days per week during the summer when school is in recess, instead of five (5) eight (8) hour days per week.

2. Employees working the summer schedule of four (4) ten (10) hour days per week shall not be entitled to overtime unless they work in excess of forty (40) authorized hours in one week.
3. All employees working the summer schedule of four (4) ten (10) hour days per week shall be entitled to take paid leave (personal, emergency, sick and vacation) in two hour increments at any time throughout the year.

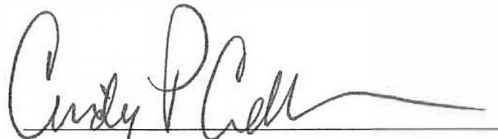
ARTICLE XX
TERMINATION

This Agreement shall be effective 12:01 A.M., July 1, 2020, until 11:59 P.M., June 30, 2025. On or before January 11, 2025, the parties shall meet to commence negotiations for a successor Agreement. At the termination of this Agreement, the right of employees to strike pursuant to Act 195 is fully recognized by the District. This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement, or agreement not set forth herein.

SOUTH PARK EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION




President,
South Park Educational Support
Professionals Association



Secretary,
South Park Educational Support
Personnel Association

SOUTH PARK SCHOOL DISTRICT



President,
South Park School District



Secretary,
South Park School District

ADDENDUM

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

EMPLOYEE GRIEVANCE FORM (STEP I)

Employee's Name _____ Grievance No. _____
(To be assigned by District)

Building _____

Date of 1st Discussion with Supervisor ____/____/____

Date Submitted ____/____/____

Grievance: (Use additional sheets, if necessary)

Employee's Signature Date

District's Answer:

Supervisor's Signature Date

- 1) District Copy
- 2) Employee Copy
- 3) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

EMPLOYEE GRIEVANCE FORM (STEP II)

Employee's Name _____ Grievance No. _____

Date Submitted ____/____/____

Grievance: (State any additional facts not available at Step I)
(State any additional arguments in support of employee's position)

Signature of Aggrieved Employee Date

Signature of Assoc. Rep. Date

District's Answer:

Signature of District Superintendent Date

If appealed to Step III, Association Representative's Signature:

Date

- 1) District Copy
- 2) Employee Copy
- 3) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

EMPLOYEE GRIEVANCE FORM (STEP III)

Employee's Name _____ Grievance No. _____

Date Submitted ____/____/____

Grievance: (State any additional facts not available at Step II)
(State any additional arguments in support of employee's position)

Signature of Aggrieved Employee Date

Signature of Assoc. Rep. Date

District's Answer:

Signature of District Superintendent Date

If appealed to Step IV, Association Representative's Signature:

Date

- 1) District Copy
- 2) Employee Copy
- 3) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

EMPLOYEE GRIEVANCE FORM (STEP IV ARBITRATION)

Employee's Name _____ Grievance No. _____

Date Submitted ____/____/____

Statement of appeal to arbitration in accordance with Section 903 of the Public Employee Relations Act.

Signature of Date
Aggrieved Employee

Signature of Date
Assoc. Rep.

Name

Has been mutually agreed upon by both parties as the Arbitrator.

Unable to agree upon an Arbitrator. Submit request to Pennsylvania Bureau of Mediation in accordance with Section 903 (1) of the Public Employee Relations Act.

Signature of Date
Association Rep.

Signature of Date
District Supt.

- 1) District Copy
- 2) Employee Copy
- 3) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

ASSOCIATION GROUP GRIEVANCE (STEP II - III) (Cross One Out)

Date Submitted ____/____/____

Grievance No. _____
(To be assigned by District)

Grievance: (Use additional sheets, if necessary)

For the Association:

Signature: President Date

Signature: Secretary Date

(Each aggrieved employee shall affix signature to GROUP GRIEVANCE SIGNATURE FORM attached herewith)

District's Answer:

District Rep. (Step II) Date
Superintendent (Step III)

- 1) District Copy
- 2) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

ASSOCIATION GROUP GRIEVANCE FORM (STEP IV ARBITRATION)

Date Submitted ____/____/____

Grievance No. _____

Statement of appeal to arbitration in accordance with Section 903 of the Public Employee Relations Act.

For the Association:

Signature: President Date

Signature: Secretary Date

Name

Has been mutually agreed upon by both parties as the Arbitrator.

Unable to agree upon an Arbitrator. Submit request to Pennsylvania Bureau of Mediation in accordance with Section 903 (1) of the Public Employee Relations Act.

Association Signature Date

Superintendent Signature Date

- 1) District Copy
- 2) Association Copy

SOUTH PARK SCHOOL DISTRICT
2178 Ridge Road
South Park, Pennsylvania 15129

ASSOCIATION GROUP GRIEVANCE (STEP II - III) (Cross One Out)

I, the undersigned, hereby affix my signature as party to the grievance stated as follows:

Signature

Date

(Continue on additional sheets, if necessary)