

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

SCHOOL BOARD OF THE STO-ROX SCHOOL DISTRICT

AND THE

STO-ROX EDUCATION SUPPORT PROFESSIONALS, PSEA/NEA

JULY 1, 2018 - JUNE 30, 2023

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ARTICLE I
PREAMBLE

THIS AGREEMENT, entered into this 29th day of November, 2018 and effective the 1st day of July 2018, by and between the Sto-Rox School District, hereinafter referred to as the "District", and the Sto-Rox Education Support Professionals, PSEA/NEA, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious relations between the District and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other items and conditions of employment.

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II
RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and all other terms and conditions of employment for all secretaries, custodians, cleaning personnel, food service operators, paraprofessionals, and food truck drivers as certified by the PLRB in Case No. PERA-R-95-175-W.

ARTICLE III
ASSOCIATION SECURITY

Each employee who on the effective date of this Agreement is a member of the Association and each employee who becomes a member after that date shall maintain his/her membership in the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE IV
MEMBERSHIP DUES DEDUCTION

- A. The District agrees to deduct the currently applicable Association dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the District by the Association, and the deduction shall be made once per month from the pay accruing to the employee. The employer shall transmit the total amount of each month's deductions to the designated Association representative, together with an itemized statement of current employee

members, by check by the 10th of the month following said deductions. This authorization shall be irrevocable during the term of this Agreement.

B. The Association shall indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by said District under the provision of this Article.

C. Representative Fee

1. Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988, unless the non-member opts out.
2. The District and the Association agree to comply with all provisions of said law.
3. The Association agrees to extend to all non-members the opportunity to join the Association.
4. If any legal action is brought against the District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The District agrees to give the Association immediate notice of any such legal action brought against it and agrees to cooperate fully with the Association in the defense of the case.
5. The Association agrees in any action so defended to indemnify and hold the District harmless for any monetary damages the District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as the result of any willful misconduct by the District or as the result of the District's failure to properly perform its obligation under this Article.

ARTICLE V
HOURS OF WORK

A. Employees' Work Day.

1. The work day for full-time secretarial employees shall be eight (8) hours per day including a one-half (1/2) hour duty-free lunch period.
2. The work day for full-time custodial/maintenance employees shall be eight (8) hours per day including a one-half (1/2) hour duty-free lunch period.
3. The minimum workday for one-on-one paraprofessionals shall be at least seven (7) hours per day exclusive of a one-half (1/2) hour duty-free unpaid lunch period.

4. The minimum workday for all other paraprofessionals shall be at least six and one-half (6 ½) hours per day exclusive of a one-half (1/2) hour duty-free unpaid lunch period.
5. The minimum workday for cafeteria staff shall be three (3) hours per day.
6. Employees working more than four (4) hours shall receive a ten (10) minute break. Full-Time employees shall receive two (2) ten-minute breaks. Employees working more than five (5) hours shall receive a one-half (1/2) hour duty-free unpaid lunch.
7. The commencement and end of the work-day shall be scheduled by the District based upon its operational needs, provided that the District shall attempt to schedule consistent starting and quitting times for all employees.
8. In the event school is delayed due to weather or other emergency, custodians, secretaries, and food service employees will report at their normal times. Paraprofessionals will report as soon as is safe, not to exceed the actual delay. All employees will be paid for hours worked on a day with a delay caused by weather or other emergency.

B. Regular Hours. The regular hours each work day shall be consecutive.

C. Work Week and Work Year.

1. Secretaries and Custodial Maintenance Workers. The normal work week shall be five (5) consecutive work days. The work year for full-time secretarial and custodial/maintenance/grounds employees shall normally be two hundred and sixty (260) days, inclusive of holidays and vacations, resulting in two thousand eighty (2,080) hours.
2. Paraprofessional Work Year. The work year for paraprofessionals shall normally be one hundred eighty-four (184) days, including the student year, the first District-wide in-service day, and three (3) in-service days. All in-service days shall be used for training that is consistent with Chapter 14 regulations and other job related duties including review of IEPs or review of student data.
3. Cafeteria Work Year. The work year for cafeteria employees shall include all student days and one day prior to the opening of the school year as designated by the District and one day following the close of school as designated by the District. Additional days may be worked as needed and shall be paid at the employee's hourly rate then in effect provided, however, that the District will give reasonable advanced notice of the need for any such additional days and offer those opportunities on a rotating seniority basis.

D. Meaning of Full-Time Employees. Throughout this Agreement, whenever reference is made to full-time employees in connection with the entitlement to benefits or fringe

benefits such reference shall be to secretarial and custodial/maintenance/grounds employees who work a minimum of a six (6) hour day for five (5) days per week for at least one hundred eighty-five (185) days per year.

E. Part-Time Employees. Part-time employees are employees who work less than six (6) hours a day and/or less than five (5) days a week and/or less than one hundred eighty-five (185) days per year.

1. The Association recognizes the right of the District to hire part-time employees on an as needed basis within the parameters of this Section E.
2. The Employer agrees, in turn, not to utilize a casual part-time employee for more than sixty (60) consecutive workdays during the period June 1 through August 31 and for sixty (60) calendar days during the period September 1 through May 31.
3. On the 61st day the subject employee shall receive compensation and benefits as defined for regularly part-time scheduled employees in the Collective Bargaining Agreement.
4. The District shall utilize casual employees for special projects which have an estimated start and end date. Further, the District shall not use such employees on a habitual basis to circumvent the Collective Bargaining Agreement.
5. Whenever possible, reasonable, and efficient, the District shall offer special project hours to existing regular part-time employees, before hiring casual employees. Such regularly scheduled part-time employees shall receive the same benefits they received prior to such extra hours; however, they shall receive their same rate of pay for the additional hours.

F. Change In Shift Assignment. When school is not in session, an employee shall work any shift that is approved by the District.

G. Summer Work Hours. The District shall have the right, on a nonprecedential basis, to schedule reduced summer work hours for secretarial employees. Such schedule change shall not result in a reduction in wages.

H. Scheduling Breaks. All nonprofessional employees shall be required to take all breaks, including lunch breaks. Employee breaks shall be uniformly scheduled by the building principal/supervisor at identical times during each employee's work shift. In the event of an emergency or shortage of staffing, the employee's supervisor may change his or her lunch break on a day to day basis. Any past practice that permitted employees to skip lunch and/or breaks, or to schedule them at the end of shift to arrive late or leave early is hereby extinguished.

ARTICLE VI
HOLIDAYS

A. Holidays Recognized and Observed

1. Full-time secretarial employees shall receive fifteen (15) paid holidays including the following holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day
Christmas Day	School Picnic Day
Day after Christmas	

Two (2) additional holidays for full-time secretaries shall be the same holidays granted to the District's administrators.

2. Full-time employees are only entitled to holiday pay provided they are actively employed when the holiday occurs.
3. Full-time custodians shall have thirteen (13) paid holidays as listed in paragraph (1).
4. For the purpose of this Article, "day's pay" shall mean the pay regularly received by an employee for his/her normal workday.
5. Whenever any of the holidays listed in this Article fall on a Saturday, the preceding Friday may be observed as the holiday. Whenever any of the holidays listed in this Article fall on a Sunday, the following Monday may be observed as the holiday. If employees entitled to a holiday are required to work because school is in session, the District shall schedule an alternate day for such holiday.
6. Whenever a full-time employee is scheduled to work on the Labor Day holiday, he/she shall receive the holiday pay in addition to one and a half (1½) times his/her regular pay for that day. If a full-time employee is scheduled to work on any other scheduled holiday, he/she will receive the holiday pay in addition to his/her regular pay for that day.
7. Provided that his/her work is completed to the satisfaction of his/her supervisor, each employee shall be allowed to end his/her regular work shift one-half hour early the day before a holiday, provided that the decision of a supervisor shall not establish a precedent of any kind.
8. Part-time employees shall receive the paid holidays of Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Good Friday.

Beginning July 1, 2018, part-time employees shall also receive the paid holidays of Labor Day and Memorial Day, if school is in session.

ARTICLE VII
VACATIONS

- A. Vacations shall be granted for all full-time secretarial and custodial/maintenance/grounds employees working two hundred sixty (260) days, including holidays and vacations, per year. For employees hired prior to the signing of this Agreement, the definition of "year" is the employees' employment anniversary date from initial hire in the District. For employees hired after the signing of this Agreement, the definition of "year" is the employee's anniversary date moving into a position that provides vacation days.

0-less than 1 year	1 day per 2 months (pro-rated)
1-less than 3 years	6 days
3-less than 6 years	10 days
6-less than 11 years	15 days
11 years or more	20 days

- B. For vacation requests of three (3) days or greater between July 1 and August 30, employees shall submit a request detailing their desire for the scheduling of their vacation by March 1 of each year. For vacation requests between September 1 and June 30 or for vacation requests of two (2) days or less between July 1 and August 30, employees shall submit a request 72 hours in advance. Employee requests for the scheduling of vacation will be honored provided that such scheduling does not interfere with the work agenda of the District. The District will notify all employees of the vacation schedule by May 30. In the event that the District determines that fewer employees than those who have requested vacation will be granted the same, the District will grant requests for the scheduling of vacation on the basis of seniority. The District may waive the notice in this provision at its discretion.
- C. An employee may accumulate unused vacation to a maximum total of ten (10) days. At the end of each year, at the employee's discretion, he/she may either accumulate the unused vacation to a total of ten (10) days or forfeit the accumulative vacation for a cash payment. This request must be presented to the Business Manager, in writing, no later than June 30 of each year. The ten (10) days referred to above is a maximum, not an annual accumulation of ten (10) days.
- D. If a holiday occurs during a calendar week in which an employee is on vacation, the holiday is not regarded as a vacation day.
- E. Any full-time employee, within the meaning of paragraph A of this Article who is laid off, retired, or separated from the service of the District for any reason shall be compensated for all accrued and unused vacation time he/she has earned at the time of separation prorated, based on 1/260th of their scheduled pay.

ARTICLE VIII
SICK LEAVE

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

- A. An employee shall not be paid for sick leave if an accidental injury which results in such sick leave occurs while the employee is engaged in remunerative work unrelated to school duties. Sick leave shall not be available for any sickness resulting from the use of drugs or narcotics; willful self-infliction of injury; unlawful acts; or fighting, unless in self-defense against unprovoked assault.
- B. Sick leave shall be applicable only if the employee is ill or injured on days during which he or she is normally scheduled to work. Sick leave is not applicable to overtime periods. Sick leave will not be paid for days on which the employee is on vacation or leave of absence.
- C. A physician's or practitioner's certificate of illness may be required of employees for sick leave absences in instances where the leave is three (3) consecutive days or when the District reasonably suspects sick leave abuse. In investigating sick leave abuse, the District, at its discretion, may direct the employee to be examined by the District's physician at the District's expense.
- D. The accumulation of sick leave shall begin with the first day of work. No sick leave shall be taken until it is earned. When an employee exhausts all accumulated sick leave, those days absent from work and charged as sick days will result in loss of pay for those days, save for instances when the District advances sick leave to an employee. Sick leave advances shall be granted on a case-by-case, non-precedent setting basis by the District.
- E. Full-time employees shall accrue sick leave on a pro-rata basis at a rate of one day for each month worked during the calendar year. Full-time employees shall accumulate all accrued but unused sick leave. Part-time employees shall be entitled to eight (8) sick days per school year.
- F. Paraprofessional employees shall be entitled to use up to one (1) sick day per year in one-half (1/2) day increments provided the following conditions are met:
 - 1. Use of a one-half (1/2) sick day increment shall not be available on a Monday or a Friday unless the paraprofessional employee presents documentary evidence that the ½ sick day was for a medical appointment.
 - 2. The paraprofessional must provide notice of the intent to utilize a one-half (1/2) sick day increment a minimum of forty-eight (48) hours in advance.

3. The one-half (1/2) sick day increment may be used only to attend a doctor's appointment.
 4. A paraprofessional who has received discipline of a verbal warning or greater for time and attendance issues shall be ineligible for this benefit.
- G. Employees must notify their immediate supervisor through the District's AESOP or similar system of their unavailability due to illness by the timelines specified below:

1st Shift:	at least one hour before the normally scheduled day
2nd Shift:	at least two hours before the normally scheduled day
3rd Shift:	at least two hours before the normally scheduled day

Any employee who fails to give proper notice may have their sick day forfeited for that day.

- H. Employees injured during the performance of his or her duties and/or who submit claims for workers' compensation shall be required to be examined by a physician selected by the District, at the District's expense, at any time upon reasonable notice. Employees who fail to permit such medical examinations as requested by the District may be terminated without further cause. Employees shall be entitled to utilize sick leave while receiving workers' compensation.
- I. A full-time employee who retires (retirement being defined as being entitled to an annuity pension from PSERS upon severance from the school district) shall be entitled to a non-elective contribution to the employees 403(b) in the amount of thirty dollars (\$30) per day of accumulated unused sick leave within thirty (30) days of the effective date of his or her retirement.
- J. A part-time employee who retires (retirement being defined as being entitled to an annuity pension from PSERS upon severance from the school district) shall be entitled to a non-elective contribution to the employees 403(b) in the amount of ten dollars (\$10) per day of accumulated unused sick leave for the first 50 days of the same and twelve dollars (\$12) per day for the second 50 days of such unused leave and fifteen dollars (\$15) for each unused sick leave day thereafter payable within thirty (30) days of the effective date of his or her retirement.

ARTICLE IX

PAID LEAVES

A. Bereavement

1. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three school days. The Board of School

Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home. Bereavement days must be taken in conjunction with the service.

2. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- B. Jury/Witness Duty. All employees, save for substitute employees, shall be eligible for a thirty (30) day leave of absence for jury duty or witness duty after thirty (30) working days of service with the District. Evidence of such jury duty notification or subpoena as witness (provided they do not institute the proceeding) shall be presented to the employee's immediate supervisor as far in advance as practicable. Employees shall be paid the difference between the amount of jury duty compensation or court witness fee they receive and their regular wages for each day of jury or witness service.
- C. Military. Employees are authorized a maximum of fifteen (15) days per year to perform temporary active duty in any unit of the United States Reserves or the National Guard.
- D. Personal Leave. Full-time secretarial and custodial/maintenance/grounds employees shall be granted three (3) personal leave days per school year for the conduct of personal business. Part-time employees shall be granted two (2) personal leave days per school year. An employee desiring to use a personal leave day shall submit to his/her immediate supervisor 24 hours' notice of the use of such personal leave. If such 24-hour notice is not given, the employee shall submit a written application for absence stating with particularity the reason for use of personal leave, such reason providing the basis why 24-hour notice could not be given. Personal leave days shall not be granted during the first five (5) days or the final five (5) days of the school calendar or the day before or the day after a school vacation or holiday if the District deems the grant of leave at that time to be administratively impracticable. Personal leave days must be taken in full day increments and are not cumulative. Any unused personal leave time will be converted to sick leave at the end of the school year.

ARTICLE X
FAMILY LEAVES AND OTHER LEAVES

A. Family Medical Leave

Administration of Family Medical Leave shall be in accordance with District policy and employees shall be required to utilize available paid leave eligible for use in connection with the absence concurrently with Family and Medical Leave.

B. Childbearing/Childrearing Leave

1. Childbearing and childrearing leave shall be granted in accordance with the applicable laws of the Commonwealth of Pennsylvania and the federal government.
2. Female employees shall be entitled to childbearing leave during the period a female is unable to perform her duties of employment due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from. A female employee shall be considered presumptively disabled for six (6) weeks subsequent to the delivery or termination of pregnancy. Female employees shall be entitled to an extension of childbearing leave by obtaining a certification from a physician that she remains disabled. After a female employee's disability has ended, she may continue to be absent from duty pursuant to a childrearing leave as herein provided.
3. Female employees on childbearing leave shall be entitled to use their sick leave. Upon the exhaustion of the female employee's accrued sick leave, the employee may purchase through the District, and for 102% of the cost and at the sole expense of such employee, medically related benefits during the remainder of childbearing leave if permitted by the applicable policies. It is the mutual intent of the District and the Association that disabilities caused or related to pregnancy shall be treated hereunder in a manner equivalent to other temporary disabilities.
4. Male and female employees shall be entitled to childrearing leave of absence without pay or benefits for a period not to exceed one and one-half (1½) years in connection with the birth or adoption of a child. During childrearing leave, an employee may purchase through the District, and for 102% of the cost and at the sole expense of such employee, medically related benefits.
5. Employees shall request childbearing and/or childrearing leaves of absence in writing no later than sixty (60) calendar days prior to the birth or adoption of a child stating the anticipated date of birth or adoption, the desired commencement date of such leave and the desired date of return. Childbearing and childrearing leaves shall be requested in the same written request. A pregnant employee who incurs a medically recognized disability attributable to pregnancy prior to the date of her requested childbearing leave shall be eligible to utilize her accrued sick leave for such period during which she is unable to work as scheduled on account of such

disability, provided that the employee provide a physician's certificate stating the existence of the disability, the nature of the disability and the approximate or anticipated period of such disability.

6. An employee may not return from childrearing leave prior to the return date specified in his or her written request for leave unless thirty (30) calendar days' written notice is provided to the District, although the District, in its sole discretion and on a case-by-case, nonprecedential basis, may elect to waive such notice requirement and allow a sooner return date.
7. Upon the employee's return from childrearing leave, the District shall attempt to place said employee in a similar, but not necessarily identical, position.

C. Other Leaves

Leaves of absence without pay may be considered by the District on a case-by-case nonprecedential basis. The grant or denial of any such unpaid leave for other reasons shall be in the sole discretion of the District. Seniority shall not accrue during any such unpaid leave of absence and the employee shall not be entitled to fringe benefits during such leave of absence, except that such employee may purchase through the District, at the sole expense of such employee, medically related benefits, and any alleged practice to the contrary is hereby extinguished. Credit for past service, not including leave time, shall be restored upon return from leave provided said employee makes himself/herself available for reemployment by written letter of application no later than thirty (30) days prior to termination of the leave.

Unpaid leave shall be applied for in writing on a form provided by the District. The maximum length of any unpaid leave shall be one (1) year, subject to a renewed request.

The District reserves the right before granting leaves of absence, and subsequent thereto, to investigate the circumstances of any requested leave and determine whether the same is or was justifiable.

Employees must request a leave of absence without pay to preserve their position if they are absent from work without supporting benefit days.

D. Procedures Regarding Unpaid Leave

Employees who have exhausted all paid, FMLA, and other leaves will not be permitted to take unpaid leave except in emergency circumstances. In the event of an emergency circumstance, the employee will notify administration as far in advance as is possible and no later than prior to the start of the expected arrival time. The absence shall be subject to the approval of Administration.

ARTICLE XI
WAGES

- A. Salary Schedules. Wages shall be paid in accordance with the salary schedule attached hereto as Appendix A. Employees shall advance one step on the salary schedule each year.
- B. Pay Periods
1. The wages and salaries of all employees in the bargaining unit shall be paid on the 15th and the last working day of each month. If the 15th or last working day of the month falls on a Saturday, Sunday or scheduled holiday, the pay will come on the last prior working day.
 2. The pay on the 15th of the month shall be for work performed from the 1st through the 15th. The pay on the last working day of the month will be for work from the 16th through the last working day of that month.
 3. Employee's working second shift may pick up their paycheck or pay advice after 1:30 PM on the day preceding pay day.
- C. Shift Differential. The District shall pay an additional rate, per hour, as listed below for custodial employees assigned to work second shift.
- 2nd Shift
.35
- D. Movement Between Classifications. For employees hired prior to the signing of this Agreement, step placement on any salary schedule shall be based on the date of hire in the District. For employees hired after the signing of this Agreement, step placement on the salary schedule shall be based on the date of hire in the classification as defined in Article XIII Section A.2.
- E. Coordinators. Each school building shall have a custodial coordinator who shall earn a stipend of \$1.00 per hour in addition to the employee's regular wages. The coordinator position shall be offered to employees on the basis of seniority.

ARTICLE XII
OVERTIME

- A. The District shall abide by applicable state and federal overtime laws excepting that holidays shall count toward time worked in calculating overtime.
- B. Overtime shall be offered to employees who are assigned to perform such work during the regular work day. The District also has the right to assign work to a specific employee if certain capabilities or experience is required to perform the overtime work. In the event that

the employee who is assigned the work during the regular work day is not available to work overtime or specific capabilities are not required to complete the overtime work, the overtime work shall be assigned on the basis of building seniority. If no senior employee in the building opts for the overtime, such overtime shall be assigned by District-wide seniority. The determination for the need for overtime shall be at the sole discretion of the District. It is agreed, however, that the District shall assign extra work to the appropriate bargaining unit staff when the school facilities are being utilized for non-school related community or non-school public events.

- C. Full-time employees, save for substitute employees, requested by the District to report to work outside their assigned work day, will be paid a minimum of two (2) hours of pay, provided that if the employee so reporting works in excess of two (2) hours, he/she shall be paid for the hours actually worked.
- D. In the event an employee during his or her regular custodial, maintenance, buildings and grounds, or cafeteria shift is assigned by an administrator to complete the work of a second employee who is absent without a substitute, the employee completing the work of the absent employee shall receive an additional \$7.25 per hour for any time completing the absent employee's work. No employee will be expected to complete the work of another employee without written direction from an administrator. Employees will not be provided flex time for completing the work of a second employee who is absent without a substitute.
- E. Payment of Overtime. Overtime payments for nonprofessional employees shall be paid in the paycheck issued in the period following the period during which the overtime work was completed. If the overtime work was completed between the first and the fifteenth day of the month, the payment will be made in the paycheck issued on the last day of the month. If the overtime work was completed between the sixteenth and last day of the month, the payment will be made in the paycheck issued on the fifteenth day of the following month.

ARTICLE XIII **SENIORITY**

- A. Accrual. Employees shall accrue District and job classification seniority.
 - 1. District Seniority. District seniority shall accrue from the first day an employee reports for work in a regular bargaining unit job. Seniority shall not accrue for time spent as a substitute prior to the employee being hired as a permanent employee.
 - 2. Classification Seniority Defined. Employees shall be eligible to maintain seniority in the following classifications:
 - 1) Secretarial
 - 2) *Maintenance/HVAC
 - 3) *Custodial
 - 4) Cafeteria Personnel
 - 6) Food Truck Driver
 - 7) *Grounds
 - 8) *Grounds/Maintenance Helper

5) Paraprofessionals, each sub-classification

*For bidding purposes only, Maintenance, Custodial, Grounds, and Grounds/Maintenance Helper shall be one job classification.

3. Seniority Lists. At the start of each school year the District shall provide to the Association a Classification Seniority and District Seniority list. Employees shall have ten (10) business days from the receipt of the lists to object to their placement on either. The District shall post the mutually agreed upon seniority list on a bulletin board in each building by September 30 of each year.
- B. Seniority While on Layoff. If an employee is laid off, he/she shall accrue seniority for a period of thirty (30) months in the classification the employee was laid off from.
- C. Break in Service. The following shall constitute a break in service as referred to in this section: resignation or termination, failure to return to work upon completion of a leave of absence, failure to report within ten work (10) days after a recall to the employee's same job classification (said notice of recall shall be made by certified mail), abandonment of position, and expiration of thirty (30) months seniority while on layoff. Such break in continuous service shall constitute a loss of seniority.
- D. Probationary Period. All new employees or previous employees rehired shall be regarded as "probationary employees" for a period of sixty (60) calendar days following their last date of hire, except that the District and the Association may agree, in writing, to extend such probationary period when warranted by individual circumstances. The District retains and shall be vested with the exclusive managerial right to transfer, discharge, layoff, suspend or discipline probationary employees without challenge, or without any regard to any other provision of this Agreement. Except as aforesaid, probationary- employees shall be covered by all other terms and conditions of this Agreement except that they shall not have access to the Grievance Procedure described in Article XVI of this Agreement in connection with transfer, discharge, layoff, suspension or other disciplinary action. In the event that the District concludes that a probationary employee needs more time to demonstrate his/her competencies, the parties may mutually agree to extend the probationary period beyond sixty (60) calendar days. Probationary employees shall be added to the seniority list upon the expiration of their probationary period and shall receive continuous service credit from the date such employee first reported to work.

ARTICLE XIV
WORK FORCE CHANGES

- A. Layoff, Bumping and Recall
 1. Bumping Within Job Classification. To avoid layoff within a job classification, an employee may elect to bump into a position in the same job classification with the

same or fewer hours provided that the employee bumped has less seniority per job classification.

2. Bumping Into Another Job Classification. To avoid layoff, an employee, having seniority within another job classification, may elect to bump an employee in such other job classification having less District-wide seniority, lower hourly wage rate and fewer work hours, subject to the requirements set forth in Article XIV § A (3).
3. Trial Period for Bumping Into Another Job Classification. In the event that an employee bumps into a different job classification from which he/she was laid off, he/she shall be granted thirty (30) calendar days following on the job training as scheduled by administration to demonstrate that he/she continues to possess the capabilities required to perform the job duties of the assignment to which he/she has bumped. In the event that the employee bumping into another job classification is unable to demonstrate the capabilities required by the job to which he/she bumped, he/she shall be laid off and the employee bumped from such position shall be recalled.
4. Notice of Layoff. When an employee is to be laid off due to a reduction in the work force, he/she shall be given a ten (10) work days' notice. Notice shall be provided to the Association at the same time.
5. Recall From Layoff. Employees who are laid off shall be recalled, by certified mail, express mail or any other means that verifies delivery of such notice, in the order of their seniority, to the job classification held at time of layoff or to any other classification in which they hold seniority. In the event that an employee is recalled to a different job classification from which they were laid off, they shall be required to demonstrate the job capabilities as per Article XIV, Section A(3).
6. New Hires During Layoff. No new employee within a job classification shall be hired until all employees on layoff status having seniority within such classification entitled to recall and desiring to return to work have been recalled.
7. Temporary Recall. Laid off employees shall be recalled to fill temporary vacancies of fifteen (15) or more work days of duration at the contractual rate of pay with full contractual and fringe benefits for the vacancy being filled, provided that they have job classification seniority in the job classification where the vacancy occurs. If, at the inception of a temporary vacancy, the District does not know the number of days a temporary vacancy will endure, laid off employees shall not be entitled to recall until the sixteenth (16th) day of the temporary vacancy.

B. Vacancies and Bidding Rights

1. Job Vacancies Subject to Bid. In the event there are job vacancies which are permanent, such permanent vacancies shall be posted for bid in locations accessible

to all employees for a period of seven (7) working days. Postings shall identify the building, work hours, wage and job assignment within the particular job classification. A permanently vacant job is a new job assignment or a job assignment from which no employee has been granted a leave of absence.

2. Right to Specify and Test. The District shall have the right to specify and test job-related qualifications, training and capabilities of employees bidding for permanently vacant job assignments.
3. Right to Bid on Permanently Vacant Job Assignments. All employees shall have the right to bid on a permanently vacant job subject to the conditions herein. The employee with the greatest applicable classification seniority shall be awarded the permanently vacant job and granted a leave of absence from his/her current job assignment to prove he/she has the qualifications, training and capability to perform the duties of the permanently vacant job. The District reserves the right to grant or deny bidders with seniority if the employee(s) received a suspension without pay in accordance with Article XV of this Agreement within a twelve (12) month period preceding the posting of a vacancy.
4. Time of Bidding Award. The District shall award the vacancy to the successful bidder within five (5) working days after the bidding period has expired. The successful bidder shall be given a reasonable opportunity, such opportunity not to exceed a maximum of thirty (30) working days following on the job training as scheduled by administration for custodial, secretary and cafeteria positions and ninety (90) working days following on the job training as scheduled by administration for maintenance positions, to demonstrate he/she possesses the necessary qualifications, training and capabilities specified by the District to perform the permanently vacant job.
5. Eligibility to Bid and Return to Former Job. An employee who is awarded a bid for a permanently vacant job and successfully demonstrates his/her qualifications, training and capabilities shall no longer be considered on leave of absence from and lose all rights to his/her former job. If, during his/her leave of absence to qualify for the permanent vacancy, the successful bidder desires to return to his/her former job assignment or is unable to demonstrate that he/she has the necessary qualifications, training and capabilities for the permanent vacancy, he/she shall be returned to his/her former job assignment without loss of seniority.
6. Filling of Successive Vacancies. In the event that an opportunity to fill an initial permanent vacancy results in a second opportunity to fill a permanent vacancy due to the senior employee proving his/her qualifications, training and capabilities or being returned to his/her previous job assignment, another senior employee shall have the right to be awarded the bid for the second successive opportunity to fill a permanent vacancy. Subsequent vacancies shall be filled in the same manner. Thereafter, in all instances, the District shall be entitled to appoint any person to fill the position of head custodian if the District elects to create such a position.

- C. Temporary Vacancies. Temporary vacancies less than fifteen (15) days in duration may be filled by the employer by use of day-to-day substitute employees. Laid off employees shall have the right to be recalled to any temporary vacancy of fifteen (15) or more days and paid in accordance with Section A (7) of this Article. Temporary vacancies shall not be subject to the bidding procedure referenced in § B herein.
- D. Involuntary Transfer. The District shall have the right to involuntarily transfer employees when school is not in session and during times when the District's operational needs temporarily require an involuntary transfer of personnel. At other times, involuntary transfers shall be made on the basis of seniority.
- E. Voluntary Transfers. The District shall have the right to arrange voluntary transfers via consent of the affected employees.

ARTICLE XV

EMPLOYEE RIGHTS

- A. Just Cause. No employee in the bargaining unit shall be discharged, disciplined, demoted, suspended, reprimanded, adversely evaluated, rated unsatisfactory, reduced in rank or compensation, transferred, reassigned, or deprived of any professional advantage without just cause. Any such action asserted by the Board or any administrative agent or representative thereof shall be subject to the grievance procedure herein set forth. All information used in forming the basis for such above action shall be made available to the employees and to the Association. The arbitrator shall have exclusive jurisdiction to determine whether just cause exists, and if so, the appropriate penalty.
- B. Progressive Discipline. The typical progression of disciplinary actions is verbal warning reduced to writing, written reprimand, suspensions, and discharge. In extreme cases, the District may deviate from progressive discipline, however the decision to deviate from progressive discipline may be challenged under the grievance procedure in this contract.
- C. Wipe Off. If an employee is not disciplined for a second time for a similar violation during a period of twenty-four (24) months, the documents related to the discipline shall be removed from his/her personnel file and not considered by the District as a basis for additional discipline, provided that the District shall retain the right to preserve documents relevant to sexual harassment or sexual abuse in a separate sealed file within an employee's personnel file.
- D. Investigations. The District shall complete investigations of employee misconduct within thirty (30) days of having knowledge of the same, save for cases where there is a reason, outside of the control of the District, preventing such completion. The District shall share with the employee any information and evidence it has collected in its investigation relevant to the employee misconduct and offer the employee an opportunity to respond to the same before any disciplinary action is taken. After the completion of the initial

investigation and discipline of the employee, the District shall be under a continuing obligation to share information/evidence with the employee if additional information/evidence relating to the employee's misconduct is subsequently discovered. The employee shall be under a corresponding obligation to share information/evidence of an exculpatory nature with the District.

- E. Discharge for Lack of Competence. Employees are expected to have job related competencies required of them by the District. Employees must be fully informed of the competencies expected of them. If it is apparent, that an employee does not have the competencies required of him/her, the District shall offer the employee, during or after work hours, training or instruction relevant to the competency required at no expense to the employee. If at the end of ninety (90) work days the employee has not acquired the competencies required by the District, the District may discharge such employee. In the event that an employee is discharged for lack of competence, the District shall provide the employee with a letter stating that he/she has been laid off with an effective date, a cash severance payment of \$1,000 and a neutral job recommendation. The District agrees that it will not contest the unemployment compensation claim of employees discharged for lack of competence. The employee may appeal his/her discharge as described in paragraph C of this Article, but in the event that the employee grieves his/her discharge to binding arbitration, he/she shall forfeit any right to any severance payment reference herein and any 24 P.S. § 514 right to challenge the District's termination decision.
- F. Due Process Rights. An employee who is discharged or suspended in accordance with this Article may grieve his/her discharge. If the Board of Directors affirms the discharge, the employee shall have the right to have the matter submitted to binding arbitration before a mutually acceptable arbitrator. The arbitrator shall strictly enforce all work rules and penalties in this Agreement and not substitute his/her judgment for the same. If an employee is reinstated, the District shall make the employee whole for all losses.
- G. Required Meetings or Hearings. Whenever an employee is required to appear before representatives of the District, where the subject of the appearance shall concern suspension or discharge of the employee or his/her salary or benefits, said employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have representatives of the Association present to advise and represent him/her during such meetings or interview.
- H. Confidentiality. If the District has reason to reprimand or criticize an employee, it shall be done in a manner that will not embarrass the employee before other employees (or the public). Similarly, employees shall not criticize supervisors or Board members in public on any matter covered by this Agreement.
- I. Statutory Savings Clause. Nothing contained herein shall be construed to deny or restrict to any employee or the District such rights as he/she or it 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. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- J. Non-Discrimination. The District and the Association agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, religious beliefs or political activities, participation, or lack of participation in the affairs of the Association for the term of this Agreement.
- K. Personal. The personal life of an employee is not an appropriate concern or attention of the District except as it affects his/her duties and responsibilities to the District.
- L. Custodial Work Rules
1. The Employer agrees to not hold any custodian responsible for the negligence of others. However, the custodian will be held responsible for his/her negligence.
 2. The custodians, as part of their job positions, may be required to open and close buildings.
 3. The Employer shall assign extra work to the appropriate bargaining unit staff when the school facilities are being utilized for non-school related community or non-school public events.
 4. The Employer may assign the extra work to the District custodial staff when the sponsor of student activities (example: cheerleading practice, band practice, football practice, etc.) does not lock or unlock the facilities.
 5. The Association agrees that custodians can be called back to work in the case of an emergency.
- M. Evaluation Procedures. Employees shall receive annual evaluations. The general purpose of the performance evaluation program is to improve the employee's level of performance. This can only be done if ratings are made honestly and conscientiously and are discussed with the employee in a constructive and friendly fashion. Evaluations must be completed by the District administrator responsible for supervising the employee. Evaluations are to be considered satisfactory unless the person completing the evaluation has directly observed evidence that could be used to rate the employee as needs improvement or unsatisfactory. The Evaluation Form is attached as Appendix E to this Agreement.
- N. Workforce Improvement. Training relevant to each job classification will be provided on in-service days. Paraprofessionals will be provided with a minimum of twenty (20) hours of professional development suitable for Chapter 14 requirements annually.
- O. Safe Working Conditions. Employees shall not be required to work under any unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, beyond normal working conditions specific to an individual's position.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. **Grievance and Arbitration Procedure.** A grievance is a dispute which may arise between the parties regarding the application, meaning, or interpretation of this Agreement and shall be settled in the following manner:
1. Level One: Informal Conference. Within ten (10) working days of the occurrence of a grievance, the employee shall informally discuss the same with his/her immediate supervisor. Should the grievance not be resolved either through discussion with the supervisor or by the supervisor's refusal to discuss the grievance within five (5) days of the employee's request, the employee or his/her representative may present the grievance at Level Two.
 2. Level Two: If the grievance is not resolved in the informal conference, the employee or employees or an Association representative shall present the grievance in writing on an agreed-upon form attached here as Appendix D to the Business Manager in the case of cafeteria and building and grounds employees or to the Building Principal for other employees within five (5) working days of the informal conference referenced in Level One herein. The Building Principal or Business Manager shall then attempt to resolve the matter and respond to the Association representative within five (5) working days of receipt of the grievance.
 3. Level Three: If the grievance is not resolved at Level Two, the employee or employees or an Association representative shall present the grievance in writing to the Superintendent within five (5) working days of receiving the written response to the Level Two conference, or if no response was received, within five (5) working days of the expiration of the period for response. The Superintendent shall then attempt to resolve the matter and respond to the Association representative within five (5) working days of receipt of the grievance.
 4. Level Four: If the grievance is not resolved at Level Three, the employee or employees or an Association representative shall present the grievance in writing to the Board of School Directors or the Board's designee within five (5) working days of receiving the written response to the Level Three conference, or if no response was received, within five (5) days of the expiration of the period for response. The Association shall be permitted to present the grievance orally to the Board or the Board's designee and deadlines may by mutual agreement be extended to accommodate such a presentation. The Board of School Directors or the Board's designee shall then attempt to resolve the matter and respond to the Association representatives within five (5) working days of the presentation.
 5. Level Five: If the grievance is not settled at Level Four, the Association may, within ten (10) working days after the answer of the Board is due, in writing, submit said grievance to arbitration. Within ten (10) working days after the receipt of written submission to arbitration, the Board and the Association shall attempt to

mutually agree upon an arbitrator. If the parties fail to agree upon an arbitrator, either party may request the Bureau of Mediation to submit a list of arbitrators.

- a. Within five (5) working days after the receipt of written submission to arbitration, the Board and the Association shall attempt to mutually agree upon an arbitrator. If the parties fail to agree upon an arbitrator, either party may request the Bureau of Mediation to submit a list of arbitrators.
- b. The arbitrator shall neither add to or subtract from nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issue submitted and shall have no authority to determine any other issue not so submitted to him.
- c. The decision of the arbitrator shall be final and binding and the arbitrator shall be requested to issue his/her decision within thirty (30) days after conclusion of the hearing.
- d. Expenses for the arbitrator's services shall be borne equally by the District and the Association. Any other expense incurred as a result of the arbitration shall be borne fully by the party incurring same.

B. Miscellaneous

1. The Association shall verify to the District in writing all agents authorized to adjust grievances or disputes under this Article. The actions of any person not so authorized will be without prejudice to the grievance or dispute in process. Any grievant may be represented at all levels except Level Four of the grievance procedure by her or himself, or at her or his option, by representative selected or approved by the Association. When a grievant is not represented by the Association, the Association shall have the right to be present at all levels of the grievance procedure.
2. An aggrieved employee and Association representative, if an employee of the District, shall be granted reasonable time during working hours to process a grievance in accordance with this Article. If student duties or activities will be unduly disrupted, the Association and District agree to process grievances at times and locations mutually agreed upon.
3. A grievance not appealed to the next level within the time limit specified in this Article shall be considered settled on the basis of the last answer of the District's representative; however, such settlement shall be without prejudice to any future grievances. A grievance not answered within the time limit specified in this Article may be automatically appealed to the next level. The parties may mutually agree to extend timelines at any level; however, in order to be enforceable, this agreement must be reduced to writing.

4. Any grievance which affects a class or group of employees may be filed by the Association. Said grievance shall be in writing to the Superintendent at Level Three.
5. No reprisals of any kind shall be taken by the District, or its agents, against any grievant or Association representative for participation in this grievance procedure.

ARTICLE XVII
CONTRACTING OF WORK

- A. The District reserves the right to contract an incidental amount of bargaining unit work to third parties in instances when it is economical, practical or efficient to do so. Such a right shall include but not be limited to the right to: have the maintenance supervisor perform work on a temporary basis or contract for those additional services essential to the maintenance of buildings and grounds, including, without limitation, snow removal and equipment and building and property repairs. Other supervisors shall not be permitted to perform work on any bargaining unit job except in emergencies when regular employees are not immediately available, or in the instruction of employees.
- B. The District shall have the right to hire youth and other persons on a temporary basis during the summer months.
- C. When repairs are needed to the school buildings, the Employer may elect to have a contractor enter the buildings when necessary.

ARTICLE XVIII
ASSOCIATION RIGHTS

- A. Released Time for Meetings.
 1. Released time for meetings shall be granted at no cost to the District whenever any employee or representative of the Association participates in conferences or meetings of the Association. No more than twenty (20) days of such leave shall be granted per year.
 2. Paid release time for meetings shall be granted by the District whenever any employee or representative of the Association participates in negotiations or grievance/legal proceedings upon mutual consent of the parties.
 3. SRESP delegates to PSEA and/or NEA or Commonwealth conventions or conferences which are scheduled for working days shall be granted release time for attendance at such conventions and conferences without loss of pay or other benefits. Such Association release time will not exceed a total of six (6) days per

work year. If taken, the six (6) days in this Section shall be included in the total twenty (20) day leave allotment in Section 1.

- B. Use of School Buildings. The Association and its representatives, with the consent of the Superintendent or his/her designee, shall have the right to use school buildings when such buildings are not otherwise in use. The principal of the school shall be notified in advance of such meetings, but there shall be no charge to the Association for such use.
- C. Bulletin Boards. The Association shall have in each school building the use of one bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office. Copies of all materials to be posted on such bulletin boards shall be shown to the Superintendent in advance and no political materials shall be posted.
- D. Association Representative Visits. The District agrees that authorized representatives of ESPA-PSEA-NEA and the SRESPA shall have full and free access to the premises of the District at any time during working hours to conduct Association business with the consent of the Superintendent or his designee.

ARTICLE XIX

BENEFITS

The District shall provide the following insurance benefits to full-time secretarial and custodial/maintenance/grounds employees, as defined in Article V, Subparagraph D. Employees who are not entitled to benefits at the District's expense may purchase any of the following benefits through payroll deduction. Additionally, the District shall provide a Section 125 Plan so that these payments may be made with pre-tax dollars. However, all administrative costs will be passed on to the participating Association members.

- A. Health Care Insurance
 - 1. Employees may choose the Allegheny County Health Care Consortium Community Blue Flex EPO Plan. Employees choosing the EPO Plan shall be responsible for a payment of seven (7%) percent of the cost of their health insurance coverage capped at \$40 per month for individual coverage or \$80 per month for any level of family coverage.
 - 2. The health insurance coverage provided herein shall be coordinated and not duplicated such that covered occurrences shall be indemnified only once. Bargaining unit members married to other Sto-Rox School District employees entitled to receive similar health insurance coverage shall be entitled to elect the EPO Plan for each particular employee, but the same employee shall not be entitled to coverage under both plans. Similarly, insurance coverage for dependents, if any, will be included within either employee's elected insurance plan, but shall not be included in coverage under both plans.

- B. Health Care Buy Out. The District will pay to SRESPA members who are eligible for the coverage described above in A, and who elect not to participate in the District's health insurance, an amount equal to twenty-five percent (25%) of the premium the District would otherwise pay on behalf of the employee for health insurance.
- C. Dental Insurance. The District shall pay the full premium for the Allegheny County School Health Insurance Consortium's standard dental insurance for family, parent and child or individual coverage for each eligible employee.
- D. Vision Insurance. The District shall pay the full premium for the standard vision insurance offered by the Allegheny County School Health Insurance Consortium for family, parent and child or individual coverage for each eligible employee.
- E. Life Insurance. Eligible employees shall receive a fifty thousand dollar (\$50,000) term life insurance policy, with an accidental death and dismemberment rider of fifty thousand dollars (\$50,000), at District expense. District will provide Group Term Life Insurance of ten thousand dollars (\$10,000) for part-time employees.
- F. Disability Insurance. The District agrees to pay the full premium for an income protection plan (accident - end of 50% accumulated sick leave; illness - the greater of 30 consecutive calendar days or the end of 50% of accumulated sick leave) for a sixty-six and two-thirds percent (66 2/3%) of the first forty thousand dollars (\$40,000) of annual salary per month benefit for each eligible employee. Full-time employees shall be eligible to purchase supplements to this basic coverage through payroll deduction at their own expense.
- G. Change in Dependent Status. Employees shall promptly notify the District of any change in dependent status (e.g., marriage, divorce, child no longer eligible, etc.). An employee must notify the District within thirty (30) day of any change which would reduce the District's premium payment. An employee who fails to do so shall reimburse the District by payroll deduction for any unnecessary premium paid by the District.
- H. Application of Benefits. All above benefits shall be applied to eligible bargaining unit employees to the extent permitted by regulations of the Pennsylvania Insurance Department and applicable regulations of the present carriers, but in no event shall said benefits exceed the above descriptions. Further, with respect to Health Care, Dental and Vision Insurance, no employee who has such coverage available to him/her through another employer or through their spouse is eligible for such coverage through the District.
- I. In the event any employee in this collective bargaining unit who is not eligible for health insurance benefits pursuant to the terms of this agreement becomes eligible for benefits as a result of the application and requirements of the Affordable Care Act, the employee shall be offered the lowest cost health insurance plan available to the District that is offered to other employees. This will be the Community Blue Flex EPO Plan. These employees shall receive individual coverage and shall be responsible for the same premium contribution as is applicable to full-time employees. These employees shall also have the option of adding, at their own cost, dependent coverage. This benefit will be available only

to the extent required by and as necessary to comply with the Affordable Care Act and the employee's eligibility or ineligibility shall be governed exclusively by the requirements of the Affordable Care Act and its implementing regulations. (Note: The parties have agreed that the hours of the cafeteria employees may be set at a level to avoid triggering the requirement for health care coverage under the ACA provided that the minimum of three hours set forth in Article V is met.)

- J. For all absences from work other than those governed by Article X, Section C, Other Leaves, the District shall not be obligated to continue to provide benefits in effect under this agreement after four (4) months or upon expiration of accrued leave benefits, whichever is longer. In the event of an absence due to a workplace injury, the District shall not be obligated to continue to provide benefits in effect under this agreement after six (6) months or upon expiration of accrued leave benefits, whichever is longer. If an employee has accumulated leave but elects not to utilize that available accrued leave or is unable to utilize that leave because it is not available for the type of absence involved, that employee shall have their benefits terminated upon expiration of the four (4) month period.

ARTICLE XX

MANAGEMENT RIGHTS

- A. It is understood and agreed that the District, in its sound discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the work force and the right to control and direct operations. Matters of inherent managerial policy are reserved exclusively to the District, subject to the terms of this Agreement. This includes, but is not limited to hiring, suspending, discharge, layoff, and transfer.
- B. A listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed, whether or not such rights have been exercised in the past by the District.
- C. Drug Testing Program

The Board and Association recognize the importance of a drug and alcohol free workplace, but also recognize the rights of the individual worker to be free from unreasonable intrusion into his or her private life and importance of preserving individual liberties. To that end the Drug Testing Program is attached hereto as Appendix C.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Printing Agreement. Copies of this Agreement will be printed by the District at the shared expense of the Board and the Association after agreement on format within thirty (30) days after the Agreement is signed. The Association shall approve of the cost of printing the Agreement before arranging for the printing of the same. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the District.
- C. No Strike-No Lockout. In consideration of the provisions of this Agreement for the settlement of disputes and other benefits conferred by this Agreement, the Association agrees to itself and for its members that during the life of this Agreement it will not call, cause, assist, encourage, participate in, condone, gratify or sanction, nor will the members engage in any strike, sit down, slow down, picketing, boycott or stoppage of work, or other interference for the operation of the School District. In the event of a breach of the foregoing by the Association or any of its members or persons affiliated with the Association, the officials of the Association pledge their cooperation with the Board to terminate such breach, to publicly disavow such actions by its members or persons affiliated with the Association to end the breach. The Board for its part pledges that it will not conduct a lockout during the term of this Agreement.
- D. Notice. Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. Association to District. If by the Association to the District at 298 Ewing Road, McKees Rocks, Pennsylvania 15136.
 2. District to Association. If by the District to the Association at Pennsylvania State Education Association at 10 South 19th Street, Pittsburgh, PA 15203-1878.

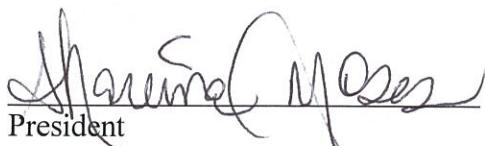
ARTICLE XXII
DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2018 and shall remain in effect through the 30th day of June, 2023. The parties hereby agree to enter into negotiations over a successor Agreement according to the time limits set forth in Act 88. This Agreement shall not be modified in whole or in part except by an instrument duly executed in writing and signed by both parties.


IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of November, 2018.

STO-ROX EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION ESP-PSEA-NEA

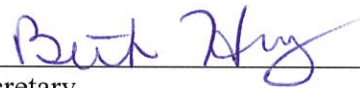
STO-ROX SCHOOL DISTRICT



President



School Board President



Secretary



School Board Secretary



Negotiating Team Member



Negotiating Team Member

APPENDIX A

WAGE SCHEDULE

Custodian Rates					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	17.71	18.01	18.31	18.61	18.91
2	17.71	18.01	18.31	18.61	18.91
3	17.71	18.01	18.31	18.61	18.91
4	18.00	18.30	18.60	18.90	19.20
5	18.00	18.30	18.60	18.90	19.20
6	18.00	18.30	18.60	18.90	19.20
7	18.30	18.60	18.90	19.20	19.50
8	18.30	18.60	18.90	19.20	19.50
9	18.30	18.60	18.90	19.20	19.50
10	18.52	18.82	19.12	19.42	19.72
11	18.52	18.82	19.12	19.42	19.72
12	18.52	18.82	19.12	19.42	19.72
13	18.83	19.13	19.43	19.73	20.03

Maintenance Rates					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	18.95	19.25	19.55	19.85	20.15
2	18.95	19.25	19.55	19.85	20.15
3	18.95	19.25	19.55	19.85	20.15
4	19.20	19.50	19.80	20.10	20.40
5	19.20	19.50	19.80	20.10	20.40
6	19.20	19.50	19.80	20.10	20.40
7	19.54	19.84	20.14	20.44	20.74
8	19.54	19.84	20.14	20.44	20.74
9	19.54	19.84	20.14	20.44	20.74
10	19.77	20.07	20.37	20.67	20.97
11	19.77	20.07	20.37	20.67	20.97
12	19.77	20.07	20.37	20.67	20.97
13	20.08	20.38	20.68	20.98	21.28

Grounds Rates					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	18.37	18.67	18.97	19.27	19.57
2	18.37	18.67	18.97	19.27	19.57
3	18.37	18.67	18.97	19.27	19.57
4	18.64	18.94	19.24	19.54	19.84
5	18.64	18.94	19.24	19.54	19.84
6	18.64	18.94	19.24	19.54	19.84
7	18.95	19.25	19.55	19.85	20.15
8	18.95	19.25	19.55	19.85	20.15
9	18.95	19.25	19.55	19.85	20.15
10	19.17	19.47	19.77	20.07	20.37
11	19.17	19.47	19.77	20.07	20.37
12	19.17	19.47	19.77	20.07	20.37
13	19.47	19.77	20.07	20.37	20.67

Business Office Secretarial Rates					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	17.93	18.23	18.53	18.83	19.13
2	18.14	18.44	18.74	19.04	19.34
3	18.34	18.64	18.94	19.24	19.54
4	18.55	18.85	19.15	19.45	19.75
5	18.78	19.08	19.38	19.68	19.98
6	18.97	19.27	19.57	19.87	20.17
7	19.15	19.45	19.75	20.05	20.35
8	19.35	19.65	19.95	20.25	20.55
9	19.57	19.87	20.17	20.47	20.77
10	19.77	20.07	20.37	20.67	20.97
11	19.97	20.27	20.57	20.87	21.17
12	20.18	20.48	20.78	21.08	21.38
13	20.36	20.66	20.96	21.26	21.56

Central / General Secretarial Rates					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	17.64	17.94	18.24	18.54	18.84
2	17.84	18.14	18.44	18.74	19.04
3	18.04	18.34	18.64	18.94	19.24
4	18.24	18.54	18.84	19.14	19.44
5	18.46	18.76	19.06	19.36	19.66
6	18.65	18.95	19.25	19.55	19.85
7	18.86	19.16	19.46	19.76	20.06
8	19.07	19.37	19.67	19.97	20.27
9	19.26	19.56	19.86	20.16	20.46
10	19.48	19.78	20.08	20.38	20.68
11	19.66	19.96	20.26	20.56	20.86
12	19.87	20.17	20.47	20.77	21.07
13	20.07	20.37	20.67	20.97	21.27

Transition Aide					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	14.82	15.12	15.42	15.72	16.02
2	14.82	15.12	15.42	15.72	16.02
3	14.82	15.12	15.42	15.72	16.02
4	14.82	15.12	15.42	15.72	16.02
5	14.82	15.12	15.42	15.72	16.02
6	15.43	15.73	16.03	16.33	16.63
7	15.43	15.73	16.03	16.33	16.63
8	15.43	15.73	16.03	16.33	16.63
9	15.43	15.73	16.03	16.33	16.63
10	15.43	15.73	16.03	16.33	16.63
11	16.02	16.32	16.62	16.92	17.22

Education Paras					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	12.95	13.25	13.55	13.85	14.15
2	12.95	13.25	13.55	13.85	14.15
3	12.95	13.25	13.55	13.85	14.15
4	12.95	13.25	13.55	13.85	14.15
5	12.95	13.25	13.55	13.85	14.15
6	13.56	13.86	14.16	14.46	14.76
7	13.56	13.86	14.16	14.46	14.76
8	13.56	13.86	14.16	14.46	14.76
9	13.56	13.86	14.16	14.46	14.76
10	13.56	13.86	14.16	14.46	14.76
11	14.16	14.46	14.76	15.06	15.36

Nurse Paraprofessional					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	17.82	18.12	18.42	18.72	19.02
2	17.82	18.12	18.42	18.72	19.02
3	17.82	18.12	18.42	18.72	19.02
4	17.82	18.12	18.42	18.72	19.02
5	17.82	18.12	18.42	18.72	19.02
6	18.43	18.73	19.03	19.33	19.63
7	18.43	18.73	19.03	19.33	19.63
8	18.43	18.73	19.03	19.33	19.63
9	18.43	18.73	19.03	19.33	19.63
10	18.43	18.73	19.03	19.33	19.63
11	19.02	19.32	19.62	19.92	20.22

Café General Worker					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	12.19	12.49	12.79	13.09	13.39
2	12.43	12.73	13.03	13.33	13.63
3	12.43	12.73	13.03	13.33	13.63
4	12.73	13.03	13.33	13.63	13.93
5	12.73	13.03	13.33	13.63	13.93
6	12.94	13.24	13.54	13.84	14.14

Café Cook / Baker					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	13.09	13.39	13.69	13.99	14.29
2	13.34	13.64	13.94	14.24	14.54
3	13.34	13.64	13.94	14.24	14.54
4	13.59	13.89	14.19	14.49	14.79
5	13.59	13.89	14.19	14.49	14.79
6	13.86	14.16	14.46	14.76	15.06

Café Truck Driver					
	2018-19	2019-20	2020-21	2021-22	2022-23
1	11.90	12.20	12.50	12.80	13.10
2	16.05	16.35	16.65	16.95	17.25

APPENDIX B

WAGE QUALIFIERS

1. Regularly scheduled full-time employees shall be paid based upon their hourly rate times 2080 hours per year.
2. Employees falling under the Food Service Classification shall share in the profits of the Food Service Operation that occur beyond the Annual Approved Food Service Budget. The maximum sharing amount shall not exceed the equivalent of two (2) days' pay and shall be distributed on a pro-rata basis using each employees total annual work hours as the variable. This payment will be issued thirty (30) days following completion of the audit for the prior school year. The District will notify the Association once the audit is completed.
3. Between July 1 and August 31 of each year, the District will provide each employee with notice of hourly rate for the current year and all accrued leave.

APPENDIX C

DRUG TESTING PROGRAM

Article I - Definitions

For the purpose of administering this Drug and Alcohol Testing Program, the following definitions will apply:

"Management" - The individuals who direct the employee working for Sto-Rox School District.

"Drugs" or "Alcohol" - Those substances which may impair an employee's ability to perform the requirements of the job and/or pose a threat to the safety of students, other employees, the general public, or himself/herself. These substances include, but are not limited to, marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, designer drugs, other controlled substances, alcohol, any drug covered by the Controlled Substance, Drug, Device and Cosmetic Act, any other prescribed drug for which the employee does not have a valid prescription, or any prescription drug taken with a valid prescription but in excess of prescribed dosages.

"Reasonable Cause/Suspicion" - Reasonable suspicion that an employee is in violation of this policy will be based upon specific supervisory observances of the employee which indicates unusual, unexplained, or significant deterioration in appearance or work habits. Such observable signs might include but are not limited to, the following:

- Significant changes in normal activity level (hyperactive or lethargic)
- Significant, unexplained deterioration in employee's past satisfactory attendance record, appearance or work habits
- Glassy, red or blood-shot eyes
- Slurred speech or unusually rapid or slow speech
- Unsteady, staggering gait
- Loss of coordination
- Disoriented or bizarre behavior
- Smell of alcohol on the employee's breath or person
- Smell of marijuana on the employee's person
- Unexplained inability to concentrate
- Dilated pupils
- Unusual restlessness
- Drowsiness
- Hallucinations
- The employee's involvement in an accident or injury that appears to result from the employee's lack of attention or coordination, gross negligence, or where the accident or injury is otherwise inexplicable.
- Observed use, possession or sale of illegal drugs and/or use, possession, sale or abuse of alcohol and/or illegal use or sale of prescription drugs.
- Apparent physical state of impairment of motor functions.
- Marked changes in personal behavior not attributable to other factors.

- Violations of criminal drug law statutes involving the use or possession of illegal drugs, alcohol or prescription drugs and/or violations of drug statutes.

"Collection Site" - A place designated by the Employer where an employee provides sample(s) to be analyzed for the presence of drugs and/or a place for administering a breath test for alcohol.

"Medical Facility" - A place designated by the Employer where an employee may be given an examination and may provide sample(s) to be analyzed for the presence of drugs and/or alcohol, or be given a breath test for the presence of alcohol.

"Medical Review Officer (MRO)" - A licensed physician designated by the Employer who is to be responsible for receiving laboratory results from test conducted pursuant to the Drug and Alcohol Testing Program. The MRO must have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an employee's positive test result together with his or her individual medical history and any other biomedical information.

"Laboratory" - A facility NIDA certified by the U.S. Department of Health and Human Services to conduct drug testing.

Article II - General Policy

The parties recognize that alcohol and drug addiction are problems that can be successfully overcome. Therefore, an employee who acknowledges a drug/alcohol problem and who requests help in an alcohol or drug rehabilitation program through the Allegheny County Schools Health Insurance Consortium's Employee Assistance Program will not have his or her job security jeopardized as a result of the request, provided that the employee comes forward voluntarily, prior to being requested to submit to a test.

An employee who engages in conduct which raises a reasonable suspicion that the employee is under the influence of alcohol and/or illegal drugs and/or other intoxicants, will be required to submit to drug and alcohol testing, and thus will be required to provide a urine, blood and/or Breathalyzer sample.

- A. An employee who refuses to be tested will be subject to disciplinary action up to and including discharge for insubordination.
- B. An employee found to have a blood-alcohol concentration of .04% or more (or its equivalent as determined by a diagnostic test such as a Breathalyzer) will be considered "under the influence" for purposes of this policy and will be subject to disciplinary action up to and including immediate discharge on the first offense. An employee found to have detectable concentration of marijuana or its metabolites (above 50 nanograms) in his or her system will be considered "under the influence" for purposes of this policy and will be subject to disciplinary action up to and including immediate discharge on the first offense. An employee found to have a detectable concentration (in excess of a level that would result in a likelihood of false positive test results in greater than 2% of test results) of any intoxicant or

illegal drug other than marijuana or alcohol in his or her system, including, but not limited to heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs), will be considered "under the influence" for the purposes of this policy and will be subject to disciplinary action.

Article III - Testing Procedure

Reasonable Cause/Suspicion testing will occur in accordance with the definition listed above. When Management has reasonable cause/suspicion through its direct observation the following procedures must be used:

- A. Obtain an independent observation, if reasonably possible.
- B. Remove the employee from the work scene. Use discretion so as not to cause unnecessary attention to the employee.
- C. If the secondary observation is made and does not establish reasonable cause, then return the employee to duty. Management must complete reports noting that no action was taken.
- D. If the observation and any secondary observation establishes reasonable cause, then Management will inform the employee that it is believed he/she is impaired, and that the employee is required to submit to substance testing, which may include a blood and/or urine sample(s) or submitting his or her breath to an alcohol breath testing device. If appropriate, the employee will be informed that he/she is suspended without pay pending test results.
- E. The employee, upon request, is to sign a consent form authorizing the withdrawal of specimens of blood and/or urine and the release of the results to the MRO. Management will make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with an Association representative if requested. If the Association representative fails to be present within thirty (30) minutes after notification the Employer shall proceed with the testing.
- F. Management will accompany the employee to the collection site and make arrangements for the provision of samples. Management will transport the Employee home.
- G. Refusal to submit to substance abuse testing constitutes a presumption that the employee is impaired, and subjects him or her to disciplinary action. When an employee refuses to submit to testing, a second member of Management, when reasonably possible, shall verify the refusal and explain the consequences. Continued refusal shall result in immediate suspension without pay pending an investigation into the facts and circumstances of the situation. Management will

transport the employee home and notify an Association representative within eight (8) hours.

- H. If the Employer is notified of verified conclusive results from the NIDA certified laboratory and MRO that an employee has tampered/adulterated/substituted a urine/blood sample, the employee shall be immediately discharged without regard to the results of the test.
- I. Should the Employer receive a positive result from the MRO as reported by the laboratory, the employee will be given written notice that he/she is indefinitely suspended pending review of the facts and circumstances. An Employee disciplined or discharged as a result of this testing policy maintains his/her right to challenge such discipline/discharge under this collective bargaining agreement.
- J. Should the Employer receive a negative test result from the MRO as reported by the laboratory, the employee will be compensated for all time lost from work attributable to the order to take the test, notwithstanding the incident or circumstances that gave rise to the reasonable cause for testing.

If the incident or circumstance that gave rise to a reasonable cause for testing would have otherwise been the cause of disciplinary action discipline shall be taken under the appropriate provisions of this contract.

APPENDIX D – GRIEVANCE FORM

GRIEVANCE NUMBER _____

Individual _____ Class Action _____ (Start at Level Three) Filing Date _____

Grievant Name(s) _____

Date Grievance Occurred _____

Article and Section of Contract Violated _____

Nature of Grievance _____

Remedy Sought _____

Grievant/Association Signature _____ Date _____

Level One Informal Conference Date _____

Immediate Supervisor Name _____

Response _____

Immediate Supervisor Signature _____ Date _____

Grievant/Association Reply: ACCEPTABLE _____ APPEAL _____

Grievant/Association Signature _____ Date _____

APPEAL TO LEVEL TWO

Level Two Conference Date _____

Principal or Business Manager Name _____

Response _____

Immediate Supervisor Signature _____ Date _____

Grievant/Association Reply: ACCEPTABLE _____ APPEAL _____

Grievant/Association Signature _____ Date _____

APPEAL TO LEVEL THREE

Level Three Conference Date _____

Superintendent _____

Response _____

Superintendent Signature _____ Date _____

Association Reply: ACCEPTABLE _____ APPEAL _____

Association Signature _____ Date _____

APPEAL TO LEVEL FOUR

Level Four Conference Date _____

Board of School Directors or Designee _____

Response _____

Board or Designee Signature _____ Date _____

Association Reply: ACCEPTABLE _____ APPEAL _____

Association Signature _____ Date _____

APPEAL TO LEVEL FIVE - ARBITRATION

Date Note of Appeal Provided to District _____

By: _____

APPENDIX E

**STO-ROX SCHOOL DISTRICT CLASSIFIED
EMPLOYEE EVALUATION FORM**

Employee's Name:	Position:		
Department Building Assignment:			
Type of Rating (Check One):	Probationary <input type="checkbox"/>	Annual <input type="checkbox"/>	Special <input type="checkbox"/>

EVALUATION	Criteria	Satisfactory	Needs Improvement	Unsatisfactory
1. Quality of Work	(neatness, accuracy, thoroughness)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
2. Quantity of Work	(volume, amount, speed, productivity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
3. Knowledge of Work	(knowledge of techniques, material, supplies and equipment use)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
4. Adaptability	(adjustment to change, ability to learn, willingness to accept additional tasks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
5. Dependability	(reliability, attendance on the job, needs minimal supervision)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
6. Cooperation	(getting along and working with supervisor and other employees working with parents and students)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
7. Judgement	(ability to make decisions, plan work, logical)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
8. Initiative	(motivation, interest in work)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				
9. Personality	(courtesy, appearance, public relations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments				

Supervisor's Additional Comments:	
Supervisor's Signature:	Date:

Employee's Acknowledgment: In signing this report, I acknowledge receipt of a copy of it. It does not imply that I necessarily agree with the contents. I may attach comments if I so desire.

Employee's Signature:	Date:
------------------------------	--------------

Distribution: Employee's File/Employee/Supervisor

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding (MOU) are the Sto-Rox School District, hereinafter referred to as “the School District” or “District” and the Sto-Rox Education Support Professionals Association, PSEA/NEA, hereinafter referred to as “the Association.”

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (CBA) for the period from July 1, 2018 to June 30, 2023; and

WHEREAS, the Association is the exclusive representative for employees in the bargaining unit as certified by the Pennsylvania Labor Relations Board (PLRB); and

WHEREAS, the District is creating a Nurse Paraprofessional position which will be part of the bargaining unit represented by the Association; and

WHEREAS, the parties wish to set forth the following understanding.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties hereto agree as follows:

1. The District shall create and post a Nurse Paraprofessional position.
2. The work year for the Nurse Paraprofessional position shall be 190 days each school year.
3. The work day for the Nurse Paraprofessional position shall be at least seven and one-half (7 ½) hours exclusive of a one-half (1/2) hour duty-free unpaid lunch period.
4. The Nurse Paraprofessional shall receive nine (9) sick days each year.
5. The Nurse Paraprofessional shall receive three (3) personal days each year.

6. The Nurse Paraprofessional shall receive the following ten (10) holidays: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

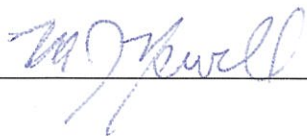
7. Effective as of the signing of this agreement, the wages for the Nurse Paraprofessional shall be in accordance with the Nurse Paraprofessional wage schedule in Appendix A of the CBA.

8. The Nurse Paraprofessional position shall be subject to all other terms and conditions of the CBA except as modified by this MOU.

9. Any violation of this MOU shall be enforceable through the grievance procedure in the CBA.

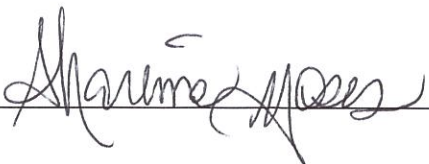
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this day and year.

STO-ROX SCHOOL DISTRICT

BY: 

DATE: 11/29/18

STO-ROX EDUCATION SUPPORT PROFESSIONALS ASSOCIATION PSEA-NEA

BY: 

DATE: 12/4/18