

AGREEMENT

BETWEEN

CAMBRIA HEIGHTS SCHOOL DISTRICT

AND

***CAMBRIA HEIGHTS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA/PSEA/NEA***

JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE I: AGREEMENT

SECTION 1:

This agreement is made and entered into this 23rd day of April 2019, by and between the School Board of Cambria Heights, hereinafter referred to as the "Board" and the Cambria Heights Educational Support Personnel Association, hereinafter referred to as the "Association."

ARTICLE II: RECOGNITION

SECTION 1:

The Board recognizes the Association as the exclusive bargaining agent for the subdivision of the employer unit as defined and certified on February 21, 1991, by the Pennsylvania Labor Relations Board, at Case No. PERA-R-90-669-W. In the event that contracted services for the cafeteria are discontinued, the Board will meet with the Association to prepare a supplement to this agreement to meet the needs of the cafeteria workers employed by the District.

SECTION 2: FAIR SHARE

- A. Each nonmember 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.
- B. The School District and the Association agree to comply with all provisions of said law.
- C. The Association agrees to extend to all nonmembers the opportunity to join the Association.

ARTICLE III: EMPLOYEE RIGHTS

SECTION 1: STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the Public School Code of 1949, as amended, or the Public

Employe 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.

SECTION 2: JUST CAUSE PROVISION

No member of the bargaining unit shall be discharged, disciplined, reassigned, transferred, or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

SECTION 3: PERSONNEL FILE

A member of the bargaining unit shall have the right to review the contents of his personnel file.

SECTION 4: DEROGATORY MATERIAL

No material derogatory to a member's conduct, service, character or personality shall be placed in his personnel file unless the member has had an opportunity to review the material. The member shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such materials and his answer shall be attached to the file copy.

SECTION 5: RIGHT TO REPRESENTATION

Whenever any member of the bargaining unit is required to appear before the Board concerning any matter that could adversely affect his employment, he shall be given at least two (2) days prior written notice of the reason for said meeting or interview. Every member shall have the right to have an Association representative and/or legal counsel present to advise and represent him.

SECTION 6: DISCRIMINATION

The Cambria Heights School District shall not discriminate against any employee or applicant for employment, and subsequent placement, training, promotion, compensation, probation and other forms and conditions of employment over which the Board has jurisdiction, because of race, creed, color, national origin, sex or age.

SECTION 7: SENIORITY

A. Definitions.

- 1) Seniority will be defined as the length of continuous service from the first day on a bargaining unit job. Employees will have both district seniority and classification seniority.
 - a) District Seniority – an employee’s length of continuous service with the District.
 - b) Classification Seniority – an employee’s length of continuous service within a classification.
- 2) Seniority for part-time employees will be prorated based on the number of hours a full-time employee in that same classification works.

B. Lists. A copy of the seniority lists referred to above will be mailed to the Association president by September 1 of each year.

C. Accrual of Seniority. While on any paid leave of absence, an employee’s seniority shall continue to accrue. While on layoff or any unpaid leave of absence, an employee’s seniority shall be frozen.

D. Termination of Seniority. An employee’s seniority shall terminate for any of the following reasons:

- 1) Discharge for just cause
- 2) Voluntary quit
- 3) Retirement
- 4) Absence without leave for three (3) working days
- 5) Failure to report after expiration of any unpaid leave
- 6) Layoff in excess of thirty-six (36) months

E. Job Classification. Where job classification is referred to the employees shall be grouped as follows:

- 1) Twelve-month, Full-time Custodial/Maintenance
- 2) Nine-month, Part-time Custodians
- 3) Twelve-month, Full-time Secretaries
- 4) Title I Secretary
- 5) Paraeducators
- 6) School Nurse Assistant
- 7) Twelve-month, Part-time, 30-hour Float

F. An employee who has worked in more than one classification shall hold frozen classification seniority in those classifications.

SECTION 8: SUSPENSION

Any suspension of an employee pending charges shall be with pay providing the person is acquitted of charges.

SECTION 9: UNSAFE AND HAZARDOUS CONDITIONS

No employee shall be required to perform a duty above and beyond their job description, which will endanger their health, safety or well being.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1: PUBLIC INFORMATION

The Board agrees to furnish to the Association data concerning budgets, Board minutes, and any other pertinent data that is public data.

SECTION 2: USE OF BUILDINGS

The Association and its representatives shall have the right to use school buildings for local Association meetings upon notification of building principal or their designee.

SECTION 3: MAINTENANCE OF MEMBERSHIP

The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employes Relations Act, Act 195.

SECTION 4: DUES DEDUCTION AND TAX-SHELTERED ANNUITIES

The Board agrees to deduct unified ESP/PSEA/NEA dues from the wages of Association members covered by this agreement who are members of the Association. The amount of said dues should be certified to the Board in writing by the treasurer of the Association and shall remain in effect until such time as the amount of said dues are changed in writing and delivered to the Board. The Association agrees that it will supply to the Board a valid, written authorization card for the deduction of said dues.

The Board agrees to arrange for the payroll deduction of tax-sheltered annuities. The Secretary of the Board shall disburse a maximum of four (4) annuity checks for employee's tax-sheltered annuities.

SECTION 5: ASSOCIATION LEAVE

The Board agrees to provide two (2) days per contract year to the president or his designee to be used for Association business. Prior written notice of five (5) days is required. The Association will reimburse the School District the per diem amount for the president or his designee for the first of any such day used, but will not be required to reimburse for the second. The Board will pay for the substitute for this day.

ARTICLE V: RIGHTS OF THE EMPLOYER

The Association recognizes the paramount responsibility of the Board of School Directors for the operation of the Cambria Heights School District. The Board of School Directors, through its administrators and supervisors, has the responsibility for the selection, assignment, direction, supervision, evaluation and management of all District employees as well as the implementation of Board policy and Board and Department of Education rules and regulations.

ARTICLE VI: WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1: WORK YEAR, WORKWEEK, WORKDAY

- A. Twelve-month, Full-time Custodial/Maintenance. Regularly scheduled for eight (8) consecutive hours per day, five (5) consecutive days per week, fifty-two (52) weeks per year, unless the employee and employer mutually agree to a different schedule.
- B. Nine-month, Part-time Custodians. Regularly scheduled for thirty (30) hours or less per week during the school year.
- C. Twelve-month, Full-time Secretaries. Regularly scheduled for eight (8) consecutive hours per day on days that teachers are in attendance, seven (7) consecutive hours per day on days that teachers are not required to attend, fifty-two (52) weeks per year.
- D. Paraeducators, School Nurse Assistant and Title I Secretary. Regularly scheduled for seven and one half (7 ½) consecutive hours for one hundred eighty-two (182) days.
- E. The workweek for full-time custodial/maintenance employees will be five (5) consecutive days. Should the employer create a work schedule involving Saturdays and/or Sundays, this schedule shall be offered first on a voluntary basis. If there are no volunteers, then the employees at the affected building shall be assigned such weekend work of a rotating basis.
- F. Twelve-month, Part-time, 30-hour Float. Regularly scheduled for three 8-hour days and one 6-hour day.

SECTION 2: LUNCH

All employees who work six (6) hours per day or more will be entitled to a thirty (30) minute, duty-free lunch period everyday. The lunch period will be included in the employee's regularly scheduled hours of work.

SECTION 3: BREAK

All full-time employees are entitled to one (1) paid fifteen (15) minute break period per day for eight (8) hours scheduled work per day. Part-time employees working four (4) hours or more per day and who are not entitled to the lunch specified in Section 2 will also get one (1) paid fifteen (15) minute break per day.

SECTION 4: FULL-TIME EMPLOYEES

Full-time workers are defined as personnel who work more than thirty (30) hours per week.

SECTION 5: WAGES

- A. Twelve-month, Full-time Custodial/Maintenance will receive an increase of \$.50/hour in the first year of the contract, an increase of \$.55/hour in the second year of the contract, and an increase of \$.60/hour in the third year of the contract.

Upon mutual agreement by the District and the Association to a Lead Custodial/Maintenance job description, the District shall post and fill Lead Custodial/Maintenance positions in each building and in the buildings and grounds division. Newly created Lead Custodial/Maintenance positions shall be filled by applicants from within the bargaining unit. If there is not a sufficient number of applicants from within the bargaining unit the District may hire from outside the bargaining unit provided that such hiring shall not result in furloughs of any current bargaining unit members. Lead Custodial/Maintenance personnel shall be paid \$1,700 per year above their regular salary.

- B. Twelve-month, Full-time Secretaries will receive an increase of \$.50/hour in the first year of the contract, an increase of \$.55/hour in the second year of the contract, and an increase of \$.60/hour in the third year of the contract.

- C. Hourly Rate Employees will receive an increase of \$.50/hour in the first year of the contract, an increase of \$.55/hour in the second year of the contract, and an increase of \$.60/hour in the third year of the contract.

- D. Method of Payment. Part-time custodians and part-time secretaries will be paid biweekly during the months that they work. All other employees covered by the provisions of this agreement will receive their salary or wages in twenty-six (26) equal pays.

SECTION 6: OVERTIME

- A. With the exception of the job of recording School Board minutes, overtime, extra hours and/or substitute call out when regular substitutes are not available, shall be offered on a rotating basis, by seniority, within a building. If no employees in the building desire the overtime, extra hours and/or substitute call out, it shall then be offered on a rotating basis, by seniority, to all other employees within the District who work in that same classification.
- B. All time worked beyond forty (40) hours per week will be paid at the rate of one and one-half (1½) times his/her regular hourly rate.
- C. The job of recording the School Board minutes or grievance hearings of this bargaining unit will be assigned to substitutes or other non-bargaining unit members.
- D. Paraeducators and secretaries who work beyond their normal day shall be paid their regular rate. Paraeducators and secretaries who work beyond forty (40) hours per week shall be paid one and one-half (1½) times their regular rate.

SECTION 7: SUMMER WORK

- A. If the district has need for extra cleaning work during the summer months of June, July and August, such work shall be offered to part-time employees within the bargaining unit. Any part-time employee who accepts such summer work will be paid at their regular hourly rate of pay, but will not be entitled to the benefits that a full-time employee receives.

- B. If the District has need for paraeducators during the summer months of June, July and August, such work shall be offered to paraeducators within the bargaining unit by seniority. Paraeducators who accept such summer work shall be paid at their regular hourly rate of pay.

SECTION 8: DISPENSATION OF MEDICATION

The School District agrees to hold harmless from any claim, action, or liability, including but not limited to those based on negligence, any member of this unit for any action or omission to act arising from the dispensing of medication to any student provided the member of the unit is acting under the direction of an administrator.

SECTION 9: REVISIONS IN THIS ARTICLE

Changes in hours of work or other conditions of employment to which the parties may agree conditioned upon a change in the terms of this agreement, shall be evidenced by a revision which shall be executed by the parties and attached hereto and made part of this agreement.

ARTICLE VII: JOB SECURITY – JOB PROGRESSION

SECTION 1: LAYOFF AND RECALL

- A. If for any reason there is a reduction in the number of employees within a classification, such layoffs shall be based on classification seniority. The least senior employee within the affected classification shall be the first one laid off.
- B. Laid off employees who have not broken their seniority will be recalled based on classification seniority. The most senior of the laid off employees shall be the first one recalled. No new full-time or part-time employees shall be hired until all employees on layoff have been recalled.

SECTION 2: VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever a vacancy occurs in the bargaining unit, it shall be filled by the most qualified applicant, regardless of whether such applicant is a current employee of

the District or not. In the event that all factors determining the most qualified applicant are otherwise equal, the most senior employee, first within the classification and then within the remainder of the bargaining unit, who bids on said vacancy will be given preference. If the employee demonstrates that he or she possesses the skills and qualifications expected by the District and is awarded the job, and then fails to prove his/her ability to perform the functions, duties and responsibilities of the job to the satisfaction of the Employer within thirty (30) workdays after assuming said position, he/she shall be returned by the District to his/her former job. Any return to a former position pursuant to this section shall be without loss of seniority. The District may, upon written notice to the Association, decide not to fill any vacated position. District hiring decisions shall not be subject to the grievance procedure.

- B. When a vacancy occurs within the bargaining unit, the District will post notice of such vacancy in a mutually agreed upon location within each building no less than ten (10) workdays before the deadline for filing an application, and notifying the Association. The notice will state what qualifications are required, how the application is to be made and what is the time limit for filing the same.
- C. Requests by a member of the bargaining unit for transfer to a different class, building or position shall be made in writing; one copy of which shall be filed with the superintendent and one copy with the supervisor(s).

SECTION 3: ADDITIONAL PROVISIONS

In the event that additional provisions not inconsistent or in conflict with those enumerated in the School Code shall be agreed upon by the parties with respect to job security, job progression and reduction in force, such provisions shall be made a part of this agreement.

ARTICLE VIII: HOLIDAYS AND VACATIONS

SECTION 1: HOLIDAYS

- A. The following days shall be considered to be paid holidays:

New Years Day

Veterans' Day

Martin Luther King, Jr. Day
Good Friday
Easter Monday
Memorial Day
July 4th
Labor Day

Thanksgiving Day
Day after Thanksgiving
First day of Buck Season
December 24th
December 25th

- B. On a holiday that school is in session, all regular duties will be performed.
- C. On holidays, custodians are responsible for fire and security, etc., of the building whether or not it is a scheduled working day, and will receive the pay rate as they have received in the past, that being time and a half for hours worked plus holiday pay.
- D. Any holiday shall be considered as a paid holiday only if school is not scheduled for that day. If school is scheduled for any holiday, then it shall be considered as a regular workday with no additional pay. If school has to be scheduled on a paid holiday, full-time employees will receive one (1) floating holiday upon approval of the immediate supervisor.
- E. Twelve-month, full-time secretaries, paraprofessional and custodial/maintenance shall receive two (2) floating holidays in addition to A above when school is not in session during the regular school year with the approval of their immediate supervisor.
- F. Twelve-month Secretaries and Twelve-Month Custodians will be granted Presidents Day and New Years Eve Day as a paid holiday, both subject to the provision that if school is scheduled on such holiday the employee will work and in exchange will be granted a floating holiday upon approval of the immediate supervisor.

SECTION 2: VACATIONS

- A. Twelve-month, full-time employees shall receive paid vacations according to the following schedule:
 - Less than one (1) year – percentage of year worked
(A full year is July 1 to June 30)
 - 1 through 6 years: 2 weeks

7 through 12 years: 3 weeks

- B. Upon approval of the immediate supervisor, vacations will be taken at a mutually agreed upon time.
- C. Those who have completed thirteen (13) years service prior to vacation time for that year will receive an additional week of wages or an additional week of vacation. The extra week of wages, if this is the option agreed to, will be paid in one amount upon request. If the employee chooses to take the additional week of vacation, he/she may do so in part or in whole providing it is mutually agreed upon by both the business manager and the employee. Employees must apply for the additional week of wages by March 1st prior to the year of being paid the wages.
- D. Any vacation days not used by June 30 of a given year must be used by August 15 of the same year.

ARTICLE IX: PAID LEAVES OF ABSENCE

SECTION 1: ILLNESS OR DISABILITY LEAVE

- A. Each twelve-month, full-time member of the bargaining unit shall receive twelve (12) days sick leave per year with pay.
- B. Each nine-month, full-time member of the bargaining unit shall receive ten (10) days sick leave per year with pay.
- C. Each nine-month, part-time member of the bargaining unit shall receive ten (10) days of sick leave per year with pay. At the time a part-time employee becomes full-time, their accumulated sick leave shall be calculated accordingly. Example: 50 accumulated sick days while a part-time employee worked 5 hours per day would become 31.25 days upon becoming full-time. (This is using the calculation $.625 \times 50 = 31.25$)
- D. Said days shall be accumulated without limitation.
- E. Employees must provide an excuse, signed by a physician, when returning to work after three (3) consecutive sick days.
- F. The Board will notify each member of the bargaining unit, in writing, once per year to the number of unused, accumulated sick leave days.

SECTION 2: BEREAVEMENT LEAVE

- A. A bargaining unit member who experiences a death in the immediate family shall be granted four (4) workdays leave with pay. Members of the immediate family are: father, mother, brother, sister, son, daughter, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, husband, or wife or any near relative who resides in the same household or any person with whom the employee has made his or her home for the immediate previous one (1) year.
- B. A bargaining unit member who experiences a death in the immediate family of a parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the member's grandmother, grandfather, grandchild, or near relative who resides in the same household or any person with whom the employee has made his home, shall be granted three (3) workdays leave with pay.
- C. Whenever a member of the bargaining unit shall be absent from duty because of the death of a near relative, he/she shall be granted one (1) day on the day of the funeral. A near relative shall be defined as cousin, aunt, uncle, niece, nephew, or grandparents of the member's spouse.
- D. Days must be taken consecutively at the time of death and must be during the employee's contractual work year.

SECTION 3: LEGAL LEAVE

A member of the bargaining unit called for jury duty or subpoenaed to attend court shall be granted leave with pay for such purposes except to testify against the Cambria Heights School District or its administration. Evidence in the form of a subpoena or other notification shall be presented to the superintendent as far in advance as practical. The member is expected to report for his regular duty when his attendance at court is not required for the aforementioned jury duty or as a subpoenaed witness. The member shall receive full pay for each day of absence less the amount of monies paid for such services. The school district may require the employee to request to be excused from jury duty.

SECTION 4: NONPROFESSIONAL AND PERSONAL BUSINESS

On July 1 of each year, each twelve-month, full-time, bargaining unit member shall be credited with two (2) days with pay to be used for the employee's personal business. Additionally, at the beginning of each school year each nine-month, full-time bargaining unit member shall be credited with two (2) days with pay to be used for the employee's personal business. Each part-time member of the bargaining unit shall be credited with one (1) day with pay to be used for the employee's personal business. Personal leave shall apply only to those absences from school for those reasons that necessitate the excusal of an employee from his duties for purposes that cannot be accomplished except by such absence. Such requests for absence shall require the approval of the supervisor, and except for emergencies, shall be submitted one (1) week in advance. These personal days if not used by the end of the year shall carry over to the next school year up to a maximum of four (4) personal days. Once the maximum of four (4) personal days has been reached any additional days shall be added to the accumulated sick leave. This day shall not precede a school vacation or holiday or immediately follow a school vacation or holiday.

ARTICLE X: UNPAID LEAVES OF ABSENCE

SECTION 1: MATERNITY LEAVE

A pregnant female member of the bargaining unit or a member who is an adoptive parent is entitled to maternity leave as follows:

- A. A member shall submit written notification to the superintendent of the anticipated duration of the maternity leave at least four (4) weeks in advance of the commencement of leave period whenever possible. Such leave shall be granted for a period of time not to exceed twelve (12) months.
- B. A pregnant member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position
- C. Every member shall have the right to return to the same or a similar position the employee held before going on maternity leave or to an equivalent position for which the employee is qualified.

- D. Upon return from maternity leave a member shall retain all seniority and pension rights that have accrued up to the time of the leave, but these rights shall not accrue during the period of the leave.
- E. A female member shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons, as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. A member shall not earn sick leave while she is on maternity leave without pay.

SECTION 2: EXTENDED DISABILITY LEAVE.

A member of the bargaining unit who is unable to perform his/her duties because of a medically verified personal illness and who has exhausted all accumulated sick leave may, upon written request to the Board, be granted a leave of absence without salary for the duration of the school year. Such leave may be renewed for an additional year.

Employees under the terms of this provision shall be entitled to receive paid hospitalization coverage for the duration of the school year in which the leave is taken or for a six (6) month period from the start of the leave, whichever is longer.

ARTICLE XI: INSURANCE AND OTHER BENEFITS

SECTION 1: HOSPITALIZATION

- A. For each twelve-month, full-time employee who remains in the employ of the Board for the full school year, the Board agrees to pay the full cost of PPO Blue Plan family coverage as offered by the District for employees voluntarily electing said coverage, subject to the policies and procedures of the carrier.

A Summary of Benefits shall be attached to and made part of this agreement as Appendix E, although both parties acknowledge that at all times the policy and its benefits and operating guidelines may be altered unilaterally by the carrier, and District shall not be responsible for any changes caused solely by the carrier.

- B. For each nine-month, full-time employee who remains in the employ of the Board for the full school year, the Board agrees to pay the full cost of individual Plan that is described in A above.

- C. For each nine-month, part-time employee the Board shall pay \$50 per month towards the hospitalization plan made available by the District to its full-time employees.
- D. All members of the bargaining unit who waive their right to accept the hospitalization benefits as delineated in A, B, or C above shall receive a payment of Sixty Dollars (\$60) per month to be paid quarterly. Any member who has waived his/her right to the hospitalization in favor of the monthly payment shall have the right to enroll in the hospitalization plan upon notification to the District and subject to the policies and procedures of the carrier. This payment shall be made pursuant to Section 125 of the Internal Revenue Code.
- E. For the twelve-month, part-time, thirty-hour float position, the Board shall pay 75% of the cost of the hospitalization plan made available by the District to its full-time employees. The remainder of the cost shall be paid by the employee, through payroll deductions.
- F. The deductible accumulation period will run from July 1 through June 30.
- G. The Board will provide for a funded Health Reimbursement Arrangement (HRA) for each employee receiving health insurance benefits. Each year, the District will deposit the sum of \$700 into the HRA for each employee receiving individual coverage, and will deposit the sum of \$1,400 into the HRA for each employee receiving dependent coverage. All costs associated with the administration of the HRA will be shared equally between the District and each employee participating in the health insurance plan.

The District will amend the existing Flex Spending Account (FSA) plan to allow for a \$500 rollover of funds, as permitted by law.

In the event District provides Association with written notice to demonstrate that the cost of providing the benefits described in this Agreement is or soon will be in excess of any threshold established by law for determining whether the plan is subject to an excise tax on high cost employer-sponsored health coverage, then the parties will commence bargaining to make modifications to the benefits so that the

plan will not be subject to such excise tax. Should the parties be unable to reach an agreement within six months after the District's written notification, the cost of the excise tax shall be shared equally between the District and each employee whose coverage is subject to the tax.

SECTION 2: LIFE INSURANCE

For each twelve-month, full-time and nine-month, full-time member of the bargaining unit who remains in the employ of the District for the school year, the Board shall provide a \$30,000.00 AD&D term life insurance policy. For each nine-month, part-time member of the bargaining unit who remains in the employ of the District for the school year, the Board shall provide a \$10,000.00 AD&D term life insurance policy. The 12-month, part-time, 30-hour float employee will also receive a \$10,000 AD&D term life insurance policy.

SECTION 3: DENTAL INSURANCE

For each twelve-month, full-time member of the bargaining unit who remains in the employ of the Board for the full school year, the Board shall make payment of full insurance premium for each employee for single coverage of a dental insurance program and a portion of the premium for family coverage for members of the bargaining unit that make appropriate application for the same.

Family coverage will cost the employee \$24 per year by payroll deduction(s). The dental insurance program will be mutually selected by the Association and the Board. The Board will pay the increase in premium, to cover increasing the program from 85% restoration work to 100%, to a maximum of \$12 per employee. Premium in excess of \$12 for this specific increase in coverage will be the responsibility of the employee. Effective July 1, 1992, or after a new teacher agreement is ratified, the dental plan for all full-time employees will be the same one that is provided for the teachers of the District.

SECTION 4: VISION INSURANCE

- A. For the duration of this agreement, the employer agrees to pay the full monthly premium for twelve-month, full-time members of the bargaining unit to provide vision care for the employee and eligible dependents.
- B. The employer shall have the right to choose the carrier for said vision insurance. However, the employer agrees that the level of coverage provided shall be equal to or greater than the level of coverage that was provided during the 1990-91 school year. Effective July 1, 1992, or after a new teacher agreement is ratified, the vision plan for all twelve-month, full-time employees will be the same one that is provided for the teachers of the district.

SECTION 5: RETIREMENT BENEFITS

- A. Upon termination, a twelve-month, full-time employee or nine-month, full-time employee who is eligible for retirement under the rules and regulations of the Pennsylvania Public School Employees' Retirement System (PSERS) shall be reimbursed for their unused accumulated sick leave according to the following:
 - For 1 day to 120 days: \$40.00 per day
 - For 121 days to 240 days: \$55.00 per day
 - For days in excess of 240: \$70.00 per day
- B. Upon termination, a nine-month, part-time employee who is eligible for retirement under the rules and regulations of the Pennsylvania Public School Employees' Retirement System (PSERS) shall be reimbursed for their unused accumulated sick leave according to the following:
 - For 1 day to 120 days: \$25.00 per day
 - For 121 days to 240 days: \$32.50 per day
 - For days in excess of 240: \$40.00 per day
- C. Upon severance of employment, nine-month, part-time employees will be paid for their years of service according to the following:
 - For 20 years or more: \$4,000.00
 - For 30 years or more: \$6,000.00
 - For 40 years or more: \$8,000.00

- D. Upon severance of employment, twelve-month, full-time and nine-month, full-time employees will be paid for their years of service according to the following:
- | | |
|-----------------------|-------------|
| For 20 years or more: | \$5,000.00 |
| For 30 years or more: | \$7,500.00 |
| For 40 years or more: | \$10,000.00 |
- E. For subsections C and D above, years of service shall be calculated as calendar years worked since the employee's initial date of hire by the Cambria Heights School District.

SECTION 6: MILEAGE

Each employee shall be reimbursed at the business reimbursement mileage rate established by the Internal Revenue Service for each mile in which the employee is required to use his/her personal vehicle during the performance of their duties.

SECTION 7: UNIFORM ALLOWANCE

- A. Three (3) uniforms per year shall be purchased by the District for each twelve-month, full-time and for each nine-month, full-time custodial/maintenance employee. Female custodial/maintenance employees will receive three smocks in lieu of uniforms.
- B. Three (3) uniforms per year shall be purchased by the District for each nine-month, part-time custodial/maintenance employee. Female custodial/maintenance employees will receive three smocks in lieu of uniforms.
- C. Uniforms shall be worn properly at all times that the employee is in view of the public.

SECTION 8: CHANGES IN BENEFITS

Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, shall be evidenced by a revision that shall be executed by the parties and attached hereto and made part of this agreement.

SECTION 9: CHANGES IN INSURANCE PROGRAMS

Changes in insurance programs will not be retroactive, but will be implemented as soon as possible after ratification of the new agreements.

ARTICLE XII: GRIEVANCE PROCEDURE

SECTION 1:

The parties agree that grievances that arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure which follows:

SECTION 2: DEFINITIONS

- A. Grievance. A grievance shall be a complaint by a member of the bargaining unit that there has been an alleged violation or misinterpretation of this agreement.
- B. Days. The term “days” when used in this procedure shall mean calendar days, excluding Saturdays, Sundays and legal holidays.
- C. Representative. Representative, as that term is used in this procedure, shall mean a duly authorized member of the Cambria Heights Educational Support Personnel Association, or its accredited representative, who is authorized to receive such grievances.

SECTION 3: PROCEDURE

The following procedure shall be used in the processing of grievances and all grievances shall be submitted in writing at all steps:

A. First Step – Immediate Supervisor

Person or persons initiating the alleged grievance shall present the grievance, in writing and on a form provided by the Association, to his immediate supervisor within ten (10) days after its occurrence as recognized by the aggrieved. The immediate supervisor may meet with the employee and/or the representative and shall reply in writing to the grievance within ten (10) days after the initial presentation of the grievance.

B. Second Step – Superintendent or Designee

If the action in Step 1 fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to the superintendent or his designee within five (5) days after receiving the decision from Step 1. The superintendent or his designee may meet with the employee and/or representative in an attempt to resolve the grievance and shall render a written decision within five (5) days after receiving the appeal.

C. Third Step – Superintendent

If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to the superintendent within ten (10) days after receiving the decision from Step 2. The superintendent may meet with the employee and/or representative in an attempt to resolve the grievance and shall render a written decision within ten (10) days after receiving the appeal.

D. Fourth Step – Board of Education

If the action in Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the affected parties may refer the grievance to the Board of Education within ten (10) days after receiving the decision from Step 3. The Board shall arrange a meeting for the purpose of hearing the appeal anytime within one (1) month after receiving the request. If the Board feels, from the information presented on the grievance form, that the issue is not grievable, the board is not required to hold a hearing. A hearing will be required if the grievant or the Board requests a hearing and the above is satisfied. This hearing may be held by the Board or a committee composed of members of the Board and its representatives. The hearing committee or Board is not required to hold more than two (2) hearings per month. The affected parties will be notified of such hearing in writing, at least five (5) days before said meeting. A written decision will be granted by the Board not more than fifteen (15) days after the next regularly scheduled meeting of the Board.

E. **Fifth Step – Arbitration**

If action in Step 4 above fails to resolve the grievance to the satisfaction of the affected parties, the Association may refer the grievance to binding arbitration as provided in Section 903 of the Act, the dispute shall be settled by:

- 1) Requesting that an arbitrator rule on the arbitrability of the grievance, if so requested by either party.
- 2) The arbitrator shall have no power to add to, subtract from, or alter the language of the agreement. He shall rule only on the interpretation of the clause of the agreement.
- 3) If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step 4 shall be final.

SECTION 4: RIGHT TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present.

SECTION 5: INFORMAL DISCUSSIONS

The administrator reserves the right to meet personally with the aggrieved to discuss informally the grievant's complaint prior to any formal hearings. The aggrieved may request that an Association representative accompany him to the informal discussion. The aggrieved person shall have the right to representation and to present witnesses at the hearings, appeals or other proceedings required to process the grievance. He shall inform the school principal or other administrator participating in the grievance proceeding of the identify of the persons accompanying him. The administrator may be accompanied by other administrators and present witnesses.

SECTION 6: NO PREJUDICE

No prejudice will attend any person by reason of utilizing or participating in the procedures contained in this grievance procedure.

SECTION 7: SEPARATE FILE

All documents, communications and records dealing with the processing of a grievance will be filed separately.

SECTION 8: FORMS

Forms for processing grievances will be jointly prepared by the superintendent and the Association. The forms will be printed by the Association and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure. A copy of said form will be attached to this agreement as Appendix B.

SECTION 9: MUTUAL COOPERATION

The Board, administration and the Association will cooperate with each other in the investigation and processing of the grievance.

SECTION 10: GROUP GRIEVANCE

A grievance where all the aggrieved parties are under the direct supervision of the same principal will be defined as a group grievance and will start at Step 1 of the grievance procedure. A grievance where all the aggrieved parties are not under the direct supervision of one principal will be defined as a class grievance and will begin at Step 2 of the grievance procedure.

SECTION 11: TIMELINESS

Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

SECTION 12: CONFLICT OF INTEREST

If any member of the Association's grievance committee is a party to any grievance, he shall not serve as the Association's grievance representative in the processing of such grievance except in the case of group grievances as outlined.

SECTION 13: OUTLINE

An outline of the grievance procedure can be found in Appendix C.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

SECTION 1: ACT 195

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195.

SECTION 2: SUBCONTRACTOR'S RESPONSIBILITIES

The District may utilize the services of other individuals or entities to perform functions that otherwise might be assigned to this unit, only so long as no member of the unit experiences a reduction in hours as a result and so long as the District does not use this provision as a means for reducing the number of positions in the unit.

ARTICLE XIV: NO STRIKE – NO LOCKOUT

As a condition of the various provisions of the agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in an illegal strike (as the term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct or cause to be conducted, a lockout during the term of this agreement.

ARTICLE XV: SEPARABILITY

Should any article, section, clause or paragraph of this agreement become illegal because of relevant federal or state laws, only that article, section, clause or paragraph will be

declared null and void and all other portions of this agreement will remain in full force and effect until its expiration date.

ARTICLE XVI: DURATION

This agreement shall be effective July 1, 2019 and shall continue in full force and effect until June 30, 2022.

ARTICLE XVII: SIGNATURES

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION ESPA/PSEA/NEA

By: Janell Murphy

By: Jeanette Taylor

CAMBRIA HEIGHTS SCHOOL DISTRICT BOARD OF EDUCATION

By: George Halaska

By: Stephanie Krenninger

APPENDIX A PAYROLL DEDUCTION AUTHORIZATION

Payroll Deduction Authorization Card

This is to authorize Cambria Heights School District to deduct from my pay \$_____ annually (in equal installments of \$_____ per pay) for dues for the Cambria Heights Education Support Professional Association/PSEA/NEA. This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the current collective bargaining agreement in effect on this day.

(Date)

(Signature)



Dues payments and contributions to FPAC, SPAC, and Local-PAC, if applicable are not deductible as charitable contributions for federal income tax purposes. Dues payments may be deductible as a miscellaneous itemized deduction.

**APPENDIX B
GRIEVANCE FORM**

**CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE STATEMENT AND APPEAL**

Form A – Statement of the Aggrieved

Grievance # _____

Aggrieved Person _____ Date of Formal Presentation _____

Home Address of Aggrieved Person _____

Phone _____ School _____ Supervisor/Principal _____

Name of Association's Representative _____

Statement of Grievance (Shall include the time, date and place of grievance, person or persons responsible for grievance, and the specific provision of the agreement relating to the grievance.)

Note: It is important that all facts and evidence relating to this grievance be submitted at this time.

Action Requested

Signature of Aggrieved

This and other forms of grievance adjustment must be completed in triplicate. One copy is to be kept by the aggrieved person, one provided to the Association building representative, and one sent to the appropriate administrator.

Note: When this form is used for a class grievance, it should be filed directly with the superintendent.

**CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE STATEMENT AND APPEAL**

Form B – Decision of Principal of Supervisor

Grievance # _____

(To be completed by supervisor, principal, or other appropriate administrator within ten (10) days after receiving the formal presentation of the grievance.)

Aggrieved Person _____ Date Grievance Received _____

School _____ Supervisor/Principal _____

Decision of Principal or Supervisor:

Date of Decision

Signature of Principal or Supervisor

Aggrieved Person's Response: (To be completed within five (5) days of receipt of decision for Step 2 or ten (10) days of receipt of decision for Step 3.)

_____ I accept the above decision.

_____ I hereby request an appeal to the Superintendent's Designee or Business Manager.

Date of Response

Signature of the Aggrieved

Date filed with the Superintendent's Designee or Business Manager _____

Aggrieved must present all previously submitted evidence relating to this grievance at time of filing appeal to the Superintendent's Designee or Business Manager.

**CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE STATEMENT AND APPEAL**

Form C – Decision of Superintendent’s Designee or Business Manager

Grievance # _____

(To be completed by supervisor, principal, or other appropriate administrator within ten (10) days after receiving the formal presentation of the grievance.)

Aggrieved Person _____ Date Grievance Received _____

School _____ Supervisor/Principal _____

Decision of Superintendent’s Designee or Business Manger:

Date of Decision

Signature of Superintendent’s Designee or Business Manager

Aggrieved Person’s Response: (To be completed within five (5) days of receipt of decision for Step 2 or ten (10) days of receipt of decision for Step 3.)

_____ I accept the above decision.

_____ I hereby request an appeal to the Superintendent.

Date of Response

Signature of the Aggrieved

Date filed with the Superintendent:

Aggrieved must present all previously submitted evidence relating to this grievance at time of filing appeal to the Superintendent.

**CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE STATEMENT AND APPEAL**

Form D – Decision of Superintendent of Other Administrator

Grievance # _____

(To be completed by Superintendent ten (10) days after receiving appeal; hearing to be held within ten (10) days after receipt of appeal.)

Aggrieved Person _____ Date Grievance Received _____

Date appeal received by Superintendent: _____

Decision of Superintendent:

Date of Decision

Signature of Superintendent

Aggrieved Person's Response: (To be completed within ten (10) days of receipt of decision by Superintendent.)

_____ **I accept the above decision.**

_____ **I hereby request that the grievance be submitted to the School Board.**

Date of Response

Signature of the Aggrieved

**CAMBRIA HEIGHTS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE STATEMENT AND APPEAL**

Form E – Decision by the School Board

Grievance # _____

(To be completed by the Secretary of the School Board not more than fifteen (15) days after the next regularly scheduled meeting of the School Board, after receiving the appeal.)

Aggrieved Person _____ Date Grievance Received _____

Date received by Secretary of School Board: _____

Date hearing held by School Board: _____

Decision of School Board:

Date of Decision

Signature of Secretary of School Board

Aggrieved Person's Response: (To be completed within ten (10) days of receipt of decision by School Board.)

_____ I accept the decision of the School Board.

_____ I am submitting this to arbitration.

Date of Response

Signature of the Aggrieved

APPENDIX C

Grievance Procedure

For use in disposing of claims related to interpretation of terms of agreement.

Steps	Administration or Board Representation	Grievant or Employee Organization Representation	Time Limits	
			Bargaining Unit	Employer
1.	Principal or other First Level Supervisor	Grievant, with or without building representative of Cambria Heights Educational Support Personnel Association	10 days	10 days
2.	Business Manager	Grievant and a representative of Cambria Heights Educational Support Personnel Association	5 days	5 days
3.	Superintendent (with Principal or others as desired)	Grievant and representative of Cambria Heights Educational Support Personnel Association	10 days	10 days
4.	Final decision by the Board of Education except when the parties to such an agreement are required by Section 903 of Act 195 to go to binding arbitration for resolution of such a grievance.		10 days	**
5.	Final decision by arbitrator on those issues subject to arbitration as defined in Section 903 of the Act. Both parties bound to decision except where enabling legislative action is required, in which it is binding only if such legislation is enacted as provided in Section 903 of the Act.			

** - Not more than fifteen (15) days after the next regularly scheduled meeting of the Board.

APPENDIX D

