

CONTRACT AGREEMENT  
BETWEEN  
THE SAYRE AREA SCHOOL DISTRICT  
AND  
THE SAYRE AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
ESPA/PSEA/NEA

July 1, 2016 to June 30, 2020

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PREAMBLE

This Agreement entered in this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of Education of the Sayre Area School District, Sayre, Bradford County, Pennsylvania, hereinafter called the "District", and the Sayre Area Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter called the "Association".

SAYRE AREA EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

BOARD OF SCHOOL DIRECTORS  
SAYRE AREA SCHOOL DISTRICT

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Board President

DATE: \_\_\_\_\_

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

- Section 1.1           The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the bargaining unit certified by the Pennsylvania Labor Relations Board’s Nisi Order of Certification dated June 11, 1986 at Case No. PERA-R-86-157-E and described as follows:  
UNIT: All full-time and regular part-time non-professional employees including but not limited to Secretaries, Bookkeepers, Clerks, Cafeteria employees, Aides, Maintenance employees, Custodial employees, Audio-Visual Coordinators, and Monitors; and excluding professional employees, management level employees, supervisors, first level supervisors, confidential employes, and guards, as defined in the Act.
- Section 1.2           The terms “employee” and “employees” as used in this Agreement shall be deemed to apply only to those persons within the bargaining unit described above. This Agreement shall apply to and affect only such persons.

**ARTICLE II**  
**TERM OF AGREEMENT**

- Section 2.1           This Agreement shall become effective on July 1, 2016 and shall continue in full force and effect until June 30, 2020, or until such later date as the two parties may hereinafter agree to be the extended termination date.
- Section 2.2           Any modification or extension of this Agreement shall be evidenced by a written amendment that this Agreement that shall be mutually signed by the parties.

**ARTICLE III**  
**NO STRIKE – NO LOCKOUT**

- Section 3.1           Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195, and Act 88 of 1992. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195, and Act 88 of 1992) during the term of this Agreement, and the School District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

- Section 4.1           The Association acknowledges that it is the exclusive function of the District to hire, lay off, promote, demote, transfer, classify, suspend, discipline, or discharge any employee. Subject to the appropriate district policy and legal due process rights.
- Section 4.2           Matters of managerial policy are reserved exclusively to the District. These include, but shall not be limited to, the rights of the District to direct the working force: right to plan, direct or control the operation of all equipment and other property of the Board; to establish programs, standards of service, overall budget, and utilization of technology, the organizational structure and selection and direction of personnel, with Association input.

Section 4.3 The District has, retains, and shall possess and exercise all rights and functions, powers, privileges and authority that the District possessed prior to the signing of a contract with the Association, excepting only those that are clearly and specifically relinquished or restricted in this contract.

Section 4.4 The District shall have the right, with reasonable notice, to make, alter, publish and enforce from time to time rules and regulations to be observed by the employees that are not in conflict with the provisions of this Agreement. Such provisions only are subject to the grievance procedure as expressly stated within the Agreement.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

Section 5.1 The parties to the Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a five-step (5) process.

It is agreed that for the purpose of this Agreement a grievance is defined as follows:  
A grievance is a misinterpretation or alleged misapplication of the provisions of this collective bargaining unit.

It is agreed that "days" in this section shall be defined as regularly scheduled work days. All of the time limits contained in the grievance procedure may be extended by mutual agreement.

STEP I The person initiating the alleged grievance shall present the grievance, in writing and on a form provided by the School District, to the person's immediate supervisor within ten (10) days after its occurrence. Upon request of either the grievant or the immediate supervisor, a meeting shall be held prior to disposition of the grievance.

The immediate supervisor shall reply to the grievance within ten (10) days after initial presentation of the grievance.

STEP II If the action in Step 1 above fails to resolve the grievance to the satisfaction of the grievant; the grievance shall be referred to the Business Manager within ten (10) days. Upon request of either the grievant or Business Manager, a meeting shall be held prior to disposition of the grievance. He shall act within ten (10) days following receipt of grievance.

STEP III If the action in Step II above fails to resolve the grievance to the satisfaction of the grievant, the grievance shall be referred to the Superintendent within ten (10) days. Upon request of either grievant or Superintendent, a meeting shall be held prior to disposition of the grievance. The Superintendent shall act within ten (10) days following receipt of grievance.

STEP IV If action in Step III fails to resolve the grievance to the satisfaction of the grievant; the grievance shall be referred to the Board within ten (10) days. The Board and the grievant will have ten (10) days to schedule a meeting to discuss the grievance within thirty-five (35) days of the response of Step III. The group shall consist of no more than six (6) persons, no more than three (3) representatives of each party. If either party chooses to include as one of the three a representative outside of the bargaining unit or the Board, the other party must be notified in writing of such intention within (10) days of the scheduled meeting. The Board will have ten (10) days after said meeting to respond to the grievance.

Alternatively, if action in Step III fails to resolve the grievance to the satisfaction of the affected parties, and if the grievant does not choose to meet with the Board to discuss the grievance, the grievance shall be referred to the Board within ten (10) days. The Board will have ten (10) days to respond to the grievance.

STEP V If the action in Step IV above fails to resolve the grievance, the Association may refer the grievance to arbitration as provided in Section 903 of the Act within fifteen (15) days.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board in Step IV shall be final.

Section 5.2 Function and Powers of Arbitrator

It shall be the function of the arbitrator to decide grievances but, in any case, they shall have no power to add to, detract from, or modify any terms of this agreement or any supplemental Agreement which may become a part hereof nor to establish or change any salary schedule unless the same are subject to change in the terms hereof. The arbitrator shall confine the decision to the precise issues submitted and shall have no authority to determine any other issues not so submitted to him or her.

Section 5.3 Time Limit

Any grievance which is not taken through the various steps of the grievance procedure under Section 5.1 of this article, within the periods of time specified for each step shall be deemed to be abandoned unless the period of time for the taking of any such steps shall have been extended by mutual agreement of the parties in writing.

Section 5.4 Each case will be determined on its own merits.

Section 5.5 Any aggrieved person may be represented at all stages of the procedure by himself and/or by a representative of his/her choice with consultation from the Association.

Section 5.6 Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit each grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step Three.

Section 5.7 Separate Grievance File

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

Section 5.8 Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Administration and available so as to facilitate operation of the grievance procedure.

Section 5.9 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this Article.

Section 5.10 Meetings for purposes of resolving a grievance scheduled during normal working hours will not result in loss of pay for employees covered by this Agreement.

**ARTICLE VI**  
**WAIVERS**

Section 6.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter now removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE VII**  
**SEPARABILITY**

Section 7.1 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 or subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Section 7.2 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 Employee's Relations Act, Act 195, and Act 88 of 1992, or other applicable laws and regulations. It is understood that the interpretation and/or determination of such rights are to be accomplished by the appropriate court or agency of jurisdiction and not subject to the arbitration provisions of this Agreement.

**ARTICLE VIII**  
**HOURS OF WORK**

Section 8.1 This Article defines the normal hours and weeks of work and shall not be construed as a guarantee of hours of work per day or per week or days per school year or work weeks per school year.

Section 8.2 The normal workweek shall begin at 12:01 a.m. on Monday and end at 12:00 midnight Sunday and shall normally consist of five (5) consecutive workdays, except when mutually agreed between the employee and the immediate supervisor.

Section 8.3 The normal workday for each classification of full-time employees shall be as follows:

- A. IT/ Health – seven and one-half hours
- B. Aides - seven hours
- C. Secretaries – seven and one-half hours
- D. Cafeteria Workers – four and one-half hours
- E. Custodial – eight hours (any shift that has a majority of its hours scheduled after 3:00 p.m. shall work seven and one-half hours)
- F. Custodial/Mechanical – eight hours
- G. Maintenance – eight hours

Each employee scheduled to work four and one-half or more hours shall be entitled to a thirty minute, unpaid, duty-free lunch period.

- Section 8.4 The normal workday for each classification of part-time employees shall be five hours or less. [Four and one-half hour Cafeteria Workers employed prior to July 1, 2008 shall remain full-time employees for purposes of health care and dental care.]
- Section 8.5 The work week for the computation of approved overtime in the same job classification shall be the weekly hours as defined in Section 8.3, but in no case less than 37-1/2 hours per week. Overtime shall be computed at 1-1/2 times the regular hourly rate of the individual employee. Any employee called to work outside of his or her regularly scheduled hours and scheduled overtime shall be credited with a minimum of two hours work at the overtime rate.
- Section 8.6 The normal work year for part-time positions shall be determined by the District.
- Section 8.7 Employees will continue their hours of work unless otherwise changed by the Employer under the terms of Article IV of this Agreement. When changes are to be made by the Employer, the Employer agrees to meet and discuss with the Association prior to the implementation of such changes.
- Section 8.8 All personnel who are twelve-month employees shall follow the Gregorian calendar and be granted such holidays as are negotiated within this agreement.
- Section 8.9 When schools are closed due to inclement weather or other emergency, 200-day Secretaries, Aides, IT/Health and Cafeteria Employees are not required to work because their days are credited directly to student-oriented programs.

If school is closed, twelve-month employees are expected to report, but if they are unable to report, they may use a designated holiday/personal day or vacation day. They may, by Superintendent Directive, leave early or not report without loss of pay for the day or fractional part thereof providing someone is present at each building to maintain sufficient coverage. Twelve-month employees shall be permitted to maintain a flexible arrival schedule, due to poor travel conditions, with advance notice to the Buildings and Grounds Supervisor or the Business Manager.

If a delay is called, all twelve-month employees and cafeteria employees will report at their regular time, unless directed otherwise by the Superintendent. Custodians and maintenance employees will report at the time determined by the Buildings and Grounds Supervisor.

In the event that Bradford County is under a state of emergency resulting in travel restrictions, twelve-month employees shall be excused from work and shall be compensated for those days at their regular daily rate of pay.

Regardless of reporting requirements, employees shall experience no loss of pay due to delay, early dismissal or school closure and shall be compensated at their normally scheduled hours.



**ARTICLE IX**  
**HOLIDAYS**

- Section 9.1 All twelve-month employees shall be entitled to the following days as paid holidays so long as school is not in session:
- A. Labor Day
  - B. Thanksgiving Day
  - C. Day after Thanksgiving
  - D. Christmas Eve
  - E. Christmas Day
  - F. New Year's Eve
  - G. New Year's Day
  - H. Good Friday
  - I. Memorial Day
  - J. Independence Day
- Section 9.2 Deleted. Moved to Article XI, Sick Leave.
- Section 9.3 If an employee is on a paid sick leave when one (1) of the aforementioned holidays is observed, then such holiday shall not be counted as sick leave.
- Section 9.4 Holiday pay shall be computed at the employee's regular rate of pay for the number of his or her usual regularly scheduled hours of work.
- Section 9.5 An employee who is assigned and works on a scheduled holiday shall be paid time and one-half (1-1/2) based on his or her normal hourly rate plus holiday pay for all hours so worked for a minimum of two (2) hours.

**ARTICLE X**  
**VACATIONS**

- Section 10.1 On July 1<sup>st</sup> of each school year, each full-time twelve-month (12) month employee shall be eligible for paid vacation on July 1 of each school year. The number of vacation days will be as follows:
- a. Second year – five (5) days
  - b. Third year through fifth year of continuous service – ten (10) days
  - c. Six through fifteen years of continuous service – fifteen (15) days
  - d. Sixteen plus years of continuous service – twenty (20) days
- Continuous service shall mean continuous years of experience within the Sayre Area School District.
- For any initial partial year, the employee shall be eligible for up to five (5) days of vacation based on one day per month each month between the date of hire and July 1 of the second year.
- Section 10.2 Deleted.
- Section 10.3 An eligible employee to qualify for a vacation must work not less than seventy-five (75%) percent of his normally schedule paid straight time hours in the year prior to July 1<sup>st</sup>. For the purposes of this section, vacation days, designated holidays/personal days, accumulated sick days, holidays, and worker's compensation days are treated as days worked.
- Section 10.4 The rate of pay in calculating vacation pay shall be the employee's regular rate of pay at the time he takes his or her vacation.

- Section 10.5 It is the responsibility of the District to administer the vacation program, including scheduling. Vacation must be requested and approved in advance. The senior employee will be given vacation-scheduling preference subject to management's right to maintain efficient operation.
- Section 10.6 Vacations will be granted only in the vacation year in which they are due and may not be carried over to the following year unless the employee is precluded from taking his or her vacation in the vacation year by the employer.
- Section 10.7 Upon retirement or death of an employee, he or his estate shall receive vacation pay for any unused vacation.
- Section 10.8 If a holiday occurs during the week in which an employee is on vacation, that day shall be paid as a holiday and vacation time shall not be deducted for that day.

**ARTICLE XI**  
**SICK LEAVE**

- Section 11.1 All full-time employees who have completed their probationary period and are prevented by illness or accidental injury from performing their job or due to illness or injury suffered within their family shall be entitled to receive pay for each day of absence up to a maximum of twelve (12) working days each contract year. Employees shall be entitled to use five (5) of the twelve (12) days as designated holiday/personal days.

Regular daily part-time employees working greater than 2 and ½ hours up to four (4) hours shall receive seven (7) sick days per year. These employees shall be entitled to use five (5) of the seven (7) sick days as designated holiday/personal days.

Regular daily part-time employees working less than 2 and ½ hours shall be entitled to receive seven sick days per year. These employees shall be entitled to use three (3) days of the seven (7) sick days as designated holiday/personal days.

Designated holiday/personal days must be used as full days. A 48-hour notice is required or in case of emergency, fewer hours, subject to the approval of the Business Manager of designated holiday/personal days.

The unused portion of sick leave shall be accumulative from year to year without limit. All or any part of such unused leave may be used during any work year.

- Section 11.2 Sick leave entitlement shall be allocated on July 1<sup>st</sup> of each year. New employees, upon successful completion of their probationary period, shall receive their pro-rated sick leave entitlement commencing the first day of employment.
- Section 11.3 Payment for such leave shall be contingent upon the employee giving immediate notice to the District at the start of his or her absence and shall be at the employee's regular rate of pay for the number of his regularly scheduled hours of work.
- Section 11.4 An employee who is receiving worker's compensation benefits shall not be eligible for sick leave pay except as outlined under the conditions below:
- (1) If an employee is absent from work due to a job-related injury or illness and is determined by the Bureau of Worker's Compensation to be eligible for compensation under the Pennsylvania Worker's Compensation Act, said employee has the option of electing to be compensated for the difference between Worker's Compensation benefits and his/her salary from his/her accrued sick leave.
  - (2) If the employee elects that the absence not be charged against his/her sick leave, there will be no deduction from said leave and no differential compensation will be made.

(3) However, if the employee seeks payment, the employer will pay the difference between his/her wages and weekly benefits paid to him/her under the Pennsylvania Worker's Compensation Act and the employer will deduct the proportionate share from said employee's accumulated sick leave.

Section 11.5 An employee who is gainfully employed in another job (excluding self-employment) and who is absent from work due to an injury received on said job shall not be eligible for sick leave pay.

Section 11.6 An employee who is absent for three (3) or more consecutive days, or has accumulated five (5) or more absences, may be required to furnish a doctor's certificate, attesting to the illness when requested in writing by the Business Manager. For the well-being of the school community, the Superintendent may require a doctor's certificate of any employee at any time for the purposes of just cause or as required by law/board policy.

Section 11.7 Any retiring employee shall be entitled to be paid by the Sayre Area School District the following listed sums for each day of unused accumulated sick leave up to a maximum of one hundred fifty (150) days, to be paid upon retirement but only on the express condition that the retiring employee participated in the benefits of the Public School Employment Retirement System.

- a. Up to 50 days: \$30 for each day of accumulated sick leave
- b. 51 through 100 days: \$35 for each day of accumulated sick leave
- c. 101 through 150 days: \$40 for each day of accumulated sick leave

This will include participation on the basis of

- (1) normal retirement;
- (2) early retirement (with twenty-five (25) years of credited service)
- (3) disability retirement

All three of the above are as defined in the Public School Retirement Code.

Section 11.8 Upon death of employee, spouse or estate paid thirty (\$30.00) dollars per day for unused sick days up to one hundred fifty (150) days.

Section 11.9 A donation plan for employees to donate sick, personal and vacation leave to employees in need of such leave due to significant illness or injury shall be created by the Association. The plan required shall be approved by the Superintendent and the School Board.

## **ARTICLE XII** **FUNERAL LEAVE**

Section 12.1 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 (3) work days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, wife, husband, parent-in-law, grandparents, grandparents-in-law, son-in-law, daughter-in-law, brother/sister-in-law, step parents/brothers/sisters/children, grandchildren, or near relatives who reside in the same household, or any person with whom the employee has made his /her home.

Section 12.2 Whenever an employee is absent because of the death of a near relative, there will be no deduction in the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, or nephew, or anyone for whom the employee is legally responsible for making arrangements such as a guardian, fiduciary, executor, or administrator. In all such cases, the employee shall present documentation that the employee is legally responsible for making arrangements and is not receiving any remuneration for such rendered services.

**ARTICLE XIII**  
**JURY DUTY**

Section 13.1 When required by law, employees shall perform jury duty and receive their compensation less jury pay. Mileage reimbursement shall not be included in the jury duty pay deduction.

**ARTICLE XIV**  
**RELIGIOUS DAYS**

Section 14.1 Employees may be absent without loss of pay for the observance of bona fide religious holidays when said observance prevents employee from working on said days, as provide for by law.

**ARTICLE XV**  
**ASSOCIATION LEAVE**

Section 15.1 The Association will be granted up to two (2) days per school year without loss of pay for use by employees involved in Association business when such activity prevents the employee from working.

**ARTICLE XVI**  
**UNPAID LEAVE OF ABSENCE**

Section 16.1 Temporary Medical Disability  
Full-time employees who have utilized all available sick leave, vacation time and personal days shall be granted unpaid leave of absence due to temporary medical disability, including conditions related to pregnancy and child birth as defined in the Family and Medical Leave Act of 1993. Such leaves, if granted by the Family and Medical Leave Act of 1993, shall commence at a time to be determined by the employee and his/her physician and shall continue until the employee is able to resume duties or twelve (12) weeks inclusive of the sick leave, vacation time and personal days, whichever is shorter. The beginning date of the leave shall include a certification by the physician in non-emergency situations. An extension shall also be granted if requested for a period of twelve (12) months, inclusive of the twelve (12) weeks granted by the Family and Medical Leave Act of 1993.

Section 16.2 Family Leave  
Unpaid leave of absence for the care of a family member, for childbearing or at the time of an adoption of a child shall be provided to full-time employees. Such leave shall be granted for a period of up to twelve (12) weeks inclusive of vacation time and personal days (sick leave shall be included when the childbearing portion of this section is invoked) as defined by the Family and Medical Leave Act of 1993. An extension shall also be granted if requested for a period of twelve (12) months, inclusive of the twelve (12) weeks granted by the Family and Medical Leave Act of 1993.

Section 16.3 Other Reasons  
Employees may request unpaid leaves of absences for other reasons. The District retains the discretion and authority to approve or disapprove such requests and set the length and other conditions of such leave, unless required to do otherwise by the Family and Medical Leave Act of 1993.

Section 16.4

Benefit Status

While on any unpaid leave, except leave covered by the Family and Medical Leave Act of 1993, an employee may maintain his/her medical and dental benefits package at his/her own expense by paying the applicable monthly premium in advance to the District. For leaves covered by the Family and Medical Leave Act of 1993, the District shall continue to cover the cost of the medical and dental benefits package. No sick leave, vacations, seniority or other benefit will accrue during the period of unpaid leave; however, benefits and seniority accrued prior to the leave shall be restored upon return to employment with the District.

**ARTICLE XVII**  
**SENIORITY**

Section 17.1

Definition

- A. District seniority means an employee's length of continuous service with the District from the first day of work on a bargaining unit job. Seniority shall not accrue during periods of unpaid leave and seniority shall only accrue up to one year during periods of layoff.
- B. Classification seniority means the sum of the periods an employee works in a classification during his/her period of overall District seniority. An employee may have classification seniority in more than one classification. Classification seniority shall be frozen when an employee moves to another classification.

Section 17.2

Probationary Periods

- A. Employee designations:
  - 1. A probationary employee shall be defined as a new employee who is employed full-time by the District to fill a permanent position and has worked less than ninety (90) calendar days from the beginning of his/her employment, during which time he/she will have no seniority under this Agreement or a current full-time employee who voluntarily changes classifications with an increase in compensation. A new employee on probation may be summarily dismissed within said ninety (90) calendar days. A transfer employee on probation shall be returned (for reasons of just cause) to his/her former position unless the position no longer exists in which case he/she will be reassigned in accordance with Article IV of this agreement. An employee who successfully completes his/her probationary period shall immediately acquire seniority rights, commencing from the first day he/she actually began work as a probationary employee.
  - 2. A substitute employee shall be defined as a non-bargaining unit employee who does not replace a bargaining unit employee except during absenteeism, approved leave and during a period of job vacancy.
  - 3. Substitute employees shall have no seniority and other rights and entitlements under this Agreement.

Section 17.3

Termination of Seniority

Seniority is calculated on the length of an employee's continuous service with the District, subject to the following provisions:

- 1. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
  - A. Voluntary termination of his employment
  - B. Discharge
  - C. When recalled after layoff, upon his failure to return to work within a period of seventy-two (72) hours after the employee has received notification by certified mail to so return
  - D. Failure to return after approved leave of absence

- E. Unauthorized absence of three (3) consecutive working days
- F. Layoffs in excess of 18 months

- 2. When an employee, whose continuous service had been broken by any of the above causes, is again hired, he/she shall begin as a new employee of the District, including the probationary period unless the break is less than one year.

Section 17.4 The District shall annually, by October 1<sup>st</sup>, make available to the Association a seniority list showing district seniority and classification seniority of each employee covered by this Agreement. The seniority list shall be determined correct and complete, unless challenged by the Association and/or an individual employee within thirty (30) calendar days.

Section 17.5 Seniority of employees who begin work on the same day shall be determined by lot.

Section 17.6 Part-time employees will be given prorated seniority based upon full time employees in that same classification.

Section 17.7 Layoffs

- A. When, in the sole discretion of the District, it is necessary to lay off employees, employees who have not completed their probationary period shall be laid off first, followed by regular employees with least seniority in a given classification, or classification or equivalent or lesser compensation.
- B. Employees shall be recalled in reverse order of seniority by classification.
- C. Employees shall be given a two-week (2) advance written notice to layoff, if administratively possible.
- D. Employees scheduled for layoff will be given the opportunity to bump, in accordance with the seniority provisions of this Agreement; provided the senior employee has the qualification, skill and ability to do the remaining job.
- E. Bumping shall take place as follows:
  - 1. A displaced employee bumping the least senior employee in the same classification, or a classification of equivalent or lesser compensation, within two (2) work days of notice of layoff.
  - 2. A displaced employee bumping the least senior employee in another classification in which he/she held prior seniority within two (2) work days of notice of layoff.

Section 17.8 Promotion Clause

When a bargaining unit employee accepts a transfer (i.e., moves to another position) or promotion (i.e., moves to a higher graded position) outside of the support staff bargaining unit ("bargaining unit"), the employee's support staff bargaining unit seniority shall be frozen at the time of transfer.

In the event that the employee's position outside of the bargaining unit is later eliminated, if the employee is unable to bump into a position in his/her new bargaining unit or into another non-bargaining unit position, the employee shall be permitted to bump back into the support staff bargaining unit. The employee shall be permitted to take a vacant position that exists in their previous classification, provided they remain otherwise qualified for the position. If no such vacancy exists, the employee may bump the least senior employee in his/her previous classification, provided that in no event shall the employee be permitted to bump an employee with equal or greater support staff seniority.

**ARTICLE XVIII**  
**VACANCIES**

- Section 18.1 When a job vacancy occurs, or a new position is anticipated within the bargaining unit, the District agrees to post such vacancies by classification in each building for a period of ten (10) working days prior to filling of such job vacancy and notify the Association. The District, if it so desires, may advertise the position concurrently with the posting. When employees are laid off or on summer vacation, the District shall notify the Association of said posting. When employees are laid off or on summer vacation, the District shall notify the Association of said posting. The posting shall contain the skill requirements, hours, wages and synopsis of the job description and anticipated start date for the position(s) posted.
- Section 18.2 Vacancies shall be posted within thirty days of their occurrence.
- Section 18.3 All bargaining unit eligible employees, including furloughed (laid off) employees may submit bids for the vacant or newly created position(s). Bids shall be submitted to the Superintendent or the Business Manager within ten (10) working days of the vacancy having been posted.
- Section 18.4 Bargaining unit members who bid for job vacancies within the bargaining unit shall be interviewed before non-bargaining unit members; unless the position is to be filled by a specific employee to avoid a layoff in which case the Superintendent must notify the Association in accordance with Article XVII of this agreement. The employer shall have the right to temporarily fill any vacancy during this process.
- Section 18.5 Vacancies shall be filled by the senior-most qualified employee. The qualifications for the position shall be solely determined by the District.
- Section 18.6 All vacant positions shall be filled by regular employees within thirty (30) working days of the termination date of the posting of the position, unless mutually agreed upon by the District and the Association.
- Section 18.7 All interviewed applicants shall receive written notice within ten (10) working days of the bid having been awarded. The notice shall contain the name of the successful applicant and his/her qualifications.

**ARTICLE XIX**  
**EMPLOYEE RIGHTS**

- Section 19.1 Personnel File  
An employee may review the contents of his or her personnel file in the presence of an administrator, and subject to the reasonable limitations established by law. An employee may attach a statement to any material included in the file and may request a conference to discuss such material with the immediate supervisor.
- Section 19.2 Required Meetings or Hearings  
When an employee is required to appear before the Business Manager, Superintendent, the School Board, or any committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his or her salary or benefits, except where health or safety consideration require immediate action, said employee shall be given prior notice of the reasons for such meeting and shall be entitled to have representatives present of his/her choice with consultation from the Association.

**ARTICLE XX**  
**DUES DUDUCTIONS**

- Section 20.1 The District agrees to deduct the currently applicable Association dues from the pay of those employees who are members of the Association. The amount to be deducted in a fixed dollar amount shall be certified to the District by the Association and the deductions shall be made from each paycheck.
- Section 20.2 The Association will provide the District with a list of those employees who have authorized by signed cards the District to deduct dues for the Associations listed above. The authorization will remain in effect unless canceled in writing.
- Section 20.3 The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the District for the purpose of complying with any of the provisions of this paragraph or in reliance on the list, notice or assignment furnished under any of said provisions.
- Section 20.4 Maintenance of Membership  
The Board agrees that all employees who are members of the Association at the time of final execution of this Agreement shall be subject to the “Maintenance of Membership” provision of Article III, Subsection 18 of the Public Employee Relations Act 195.
- Section 20.5 Association Privileges  
The Association will have the opportunity for reasonable use of designated bulletin boards for Association business. All postings shall be signed and dated.
- Section 20.6 Facilities – Use of School Buildings  
The Association and its representatives may have the right to use school buildings at reasonable hours for meetings subject to administrative approval.
- Section 20.7 Use of School Equipment  
An officer of the Association, when authorized by the Superintendent or his/her designee, may have the right to use facilities and equipment, including typewriters, mimeographing machines, duplicating equipment, copy machines, calculating machines, and all types of audiovisual equipment at reasonable times for conducting Association business, when such equipment is not otherwise in use or scheduled to be used. The Association is responsible for any and all equipment that they use under this Agreement and are liable for repair and/or replacement costs for any equipment damaged or broken while in Association care.
- Section 20.8 Inter-School Mail and Mailboxes  
The Association shall have the right to use the inter-school mail facilities and school mailboxes provided the Superintendent is supplied with a copy of any materials distributed through the inter-school mail facilities.

**ARTICLE XXI**  
**DISTRIBUTION OF AGREEMENT**

- Section 21.1 Copies of this Agreement shall be produced at the expense of the District. The Agreement shall be distributed to all employees covered by the Agreement with five (5) additional copies given to the Association. The District shall provide all new bargaining unit members with a copy of this agreement at the time of employment.



**ARTICLE XXII**  
**INSURANCE BENEFITS**

Section 22.1 Group Hospitalization and Medical Insurance --

- A. The District is a member of the Northern Tier Insurance Consortium (NTIC). The District shall provide insurance plans to the employees through NTIC. The District reserves the right to select the insurance carrier.

The District shall offer a menu of two health care plans, to be elected by the employees during the open enrollment period of April 15<sup>th</sup> through May 15<sup>th</sup> of each year of this agreement. The Board agrees to pay the premium for each eligible full-time employee and the employee's eligible dependents for the Northern Tier Insurance Consortium PPO Plan E and QHDHP-1 or equivalent plan(s) provided by Northern Tier Insurance Consortium and the eligible full-time employees shall contribute the premium share described in the chart below. The PPO Plan E shall not be an option following the 2017-2018 school year, thus all employees must move onto the QHDHP-1 Plan for the final year of the agreement.

The employer shall provide a Health Reimbursement Account (HRA) to prepay 100% of the employee's annual co-insurance maximums should the employee choose to enroll in the QHDHP-1 Plan.

The medical plans offered through this agreement are a contract between the district and the NTIC and its Third Party Administrator. No dispute over a claim for any benefits extended through this agreement's health care clause shall be subject to the grievance procedure established in this collective bargaining agreement. The parties recognize that the carrier appointed under the above section may change the details of their coverage's from time to time in a manner that enhances coverage and sometimes in a manner that reduces coverage. The parties agree that the terms of the coverage within a particular plan are solely within the discretion of the carrier and that those terms will be accepted as they may be changed.

An employee's before tax contribution of the following annualized amount will be deducted under an IRS Section 125 Plan for those employees utilizing this benefit. An equal amount will be deducted from a participating employee's pay each pay period, based upon the participating employee's scheduled work year (e.g., nine-months versus twelve-month).

Year	PPO Plan E		QHDHP-1
2016-2017	\$442/year		\$442/year
2017-2018	\$542/year		\$442/year
2018-2019	Unavailable		\$442/year
2019-2020	Unavailable		\$442/year

Employees must elect coverage within the first ninety (90) days of employment, or during the open enrollment period.

If coverage is not elected during the first ninety (90) days of employment, then the employee cannot obtain coverage until the next reopening as scheduled by the insurance carrier or the

employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code.

Employees will be given the opportunity to elect their coverage option during the open enrollment period prior to the Plan Year (July 1 through June 30). An enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12-month period. This coverage decision cannot be changed until the next annual open enrollment period, unless the employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code. The Sayre Area School District will pay the deposits to the NTIC. The District's liability is limited to the payment of deposits to the NTIC. The employee will have the applicable amounts, if any, deducted from his/her pay to share in the cost of providing insurance and these amounts shall not be subject to federal income tax pursuant to Section 125 of the Internal Revenue Code.

- B. Married couples, who are both members of the bargaining unit, shall not be entitled for duplicate coverage under the School District's Health Care program. The non-subscribing spouse shall be listed as a dependent on the other spouse's plan. The insurer will decide which spouse is primary and which spouse is listed as dependent.
- C. Dependents under both of the coverages described in 1a. and 1b. above shall include students to age 26, excluding those who are gainfully employed with access to their employer's health care benefits.
- D. Coverage shall be subject to the carrier's requirements of eligibility and procedure.
- E. Each employee who works part-time, at least four (4) hours per day, shall be eligible for a fifty percent (50%) contribution by the Sayre Area School District toward the costs of insurance benefits as outlined in Article XXII; Section 22.1 of this Agreement.
- F. The Association and Board agree that at any time during the life of this agreement a committee of three (3) Association members and/or Association designees and three (3) Board members and/or Board designees may be established at the request of either the Board or the Association to explore and review medical/dental insurances. Should another carrier or multiple carriers be recommended to provide medical/dental insurance coverage at a cost savings to the district, the committee (a majority of each party on the committee) must first agree that the carrier(s) can provide overall equivalent or better coverage than the present carrier(s). The district may then change carrier(s) provided that both the Association and Board ratify the recommendation of the committee and all individuals and dependents covered by the present carrier remain covered with the new carrier(s) subject to the terms and conditions contained in Section 22.1a of this agreement.
- G. In the event an employee is placed on suspension with pay due to an ongoing criminal investigation, should the employee be subsequently convicted of or plead guilty to a felony in U.S. or Commonwealth of Pennsylvania criminal court and dismissed by the District, the employee shall be required to reimburse the District the full cost of the premium for the employee during the paid suspension.

Section 22.2 Dental

- A. Each full-time active employee of the School District desiring dental insurance may elect to participate in the District-approved group coverage plan (basic individual plan) with the cost to be borne by the District for the individual employee.
- B. Family coverage is available to the employee with the entire cost to be borne by the employee.
- C. Coverage shall be subject to the carrier's requirements of eligibility and procedure.

Section 22.3 Life Insurance

The School District is to select and provide a group term life insurance and accidental death and dismemberment policy to all full-time employees in the amount of thirty thousand dollars (\$30,000).

Section 22.4

Post Retirement Insurance Continuation

- a. Act 43 of 1989; Section 2, Section 513 (b.1) covers Post Retirement Insurance Continuation.
- b. Any bargaining unit member who retires and is participating in the Public School Employee Retirement System but is not yet eligible for Medicare may maintain all medical insurance coverage by paying the premium so that it is received by the District by the tenth day of the first month following retirement, and monthly thereafter, without interruption. Eligibility for these continued benefits requires PSERS special early (55/25) retirement, superannuation or disability retirement.
- c. The District will not advance any premiums. Failure of the retired individual to pay as required will result in the elimination of that individual from further participation in the group.
- d. Said participant may maintain this membership in the group for health insurance until he or she becomes eligible for Medicare.

Section 22.5

Vision Insurance

Vision coverage for employees and their families will be available to the employee with the cost borne by the employee. Coverage shall be subject to the carrier's requirements for eligibility and procedure. During the life of this contract should the annual cost of this coverage increase above the cost of previous coverage, the District shall notify the association president and implement the committee under section 22.1 F of this appendix. The District shall notify the association and participating members should the carrier change during course of this contract.

**CLASSIFICATION XXIII**  
**CLASSIFICATION CHANGES AND CREDIT YEARS OF SERVICE**

Section 23.1 When employees are transferred to a position classification with a higher pay scale than their present position, their years of service credit will start at level one for pay purposes. When employees are transferred to a position with a lower pay scale than their present position, their years of service credit will be maintained for pay purposes.

Employees involuntarily transferred to a new position classification will retain their present hourly rate if the applicable pay scale for the new position is lower than their present hourly rate until such time that the applicable hourly rate is more than their current rate.

Section 23.2 Work Experience Credit  
Employees shall be given credit for experience on their anniversary date of hire for benefits herewith stated or specifically expressed in this agreement.

**ARTICLE XXIV**  
**JUST CAUSE**

Section 24.1 No employee in the bargaining unit shall be discharged, disciplined, suspended, furloughed, or demoted or otherwise deprived of any portion of this Agreement without just cause.

**ARTICLE XXV**  
**FAIR SHARE**

Section 25.1 Any condition regarding fair share that may be granted to the professional staff/PSEA-NEA, will under the provision of this contract be extended to the Sayre Area Educational Support Personnel Association, ESPA/PSEA/NEA members with Sayre.

**ARTICLE XXVI**  
**ASSAULT**

Section 26.1 The District, during the life of this agreement, agrees to develop and implement an Assault Policy for employees of the district. Once the policy language has been developed by the policy committee, it will be presented to the Association for input prior to final adoption.

**ARTICLE XXVII**  
**HEALTH AND SAFETY**

- Section 27.1
- A. The employer shall continue to protect the health and safety of its employees by maintaining a clean and safe work place. Therefore, employees shall not be subjected to known unsafe or hazardous conditions at their work sites or be required to perform tasks which will knowingly endanger their health, safety, or personal wellbeing.
  - B. The Association will name two of its members to serve on the District safety committee.

**ARTICLE XXVIII**  
**CHILDREN OF NON-RESIDENT STAFF MEMBERS**

Section 28.1 Children of support staff employees who are not residents of the District shall be permitted, on application, to attend school in the District, as assigned by the administration, tuition free, provided space is available.

**Article XXIX Wages**

**2016-2020 WAGES**

**Section 29.1**

Classification	Years of Service	Step	2015-16	2016-17	2017-18	2018-19	2019-20
IT/Health	0-90 days	i	17.66	18.16	18.66	19.16	19.66
	91days – 3 yrs.	ii	19.26	19.76	20.26	20.76	21.26
	4 yrs. +	iii	19.92	20.42	20.92	21.42	21.92
Aides	0-90 days	i	14.86	15.36	15.86	16.36	16.86
	91days – 3 yrs.	ii	16.46	16.96	17.46	17.96	18.46
	4 yrs. +	iii	17.12	17.62	18.12	18.62	19.12
			14.86	15.36	15.86	16.36	16.86
Secretaries	0-90 days	i	16.46	16.96	17.46	17.96	18.46
	91days – 3 yrs.	ii	17.12	17.62	18.12	18.62	19.12
	4 yrs. +	iii					
			12.00	12.5	13	13.5	
Cafeteria	0-90 days	i	13.96	14.46	14.96	15.46	15.96
	91days – 2 yrs.	ii	15.56	16.06	16.56	17.06	17.56
	3 yrs.	iii	16.22	16.72	17.22	17.72	18.22
	4 yrs.	iv					
Custodians	0-90 days	i	13.96	14.46	14.96	15.46	15.96
	91days – 3 yrs.	ii	15.56	16.06	16.56	17.06	17.56
	4 yrs. +	iii	16.22	16.72	17.22	17.72	18.22
Maintenance	0-90 days	i	17.66	18.16	18.66	19.16	19.66
	91days – 3 yrs.	ii	19.26	19.76	20.26	20.76	21.26
	4 yrs. +	iii	19.92	20.42	20.92	21.42	21.92

Section 29.2 An employee who also holds the position of Lead Worker (night supervisor) will receive an additional \$1.00/hr.

Section 29.3 Custodial workers will receive a 6.677% per hr. shift differential for working a shift that begins after 3:00 p.m. Any shift that has a majority of hours worked after 3:00 p.m. will be paid the shift differential for hours worked after 3:00 p.m.

Section 29.4 Employees will be credited for salary purposes one year for each year of service. New employees must work days equal to at least half of their work year to be able to advance one year on the pay scale.

- Section 29.5 Pay level i shall apply from date of hire through the ninetieth date of service. Pay level ii will apply from the ninety first day through third year of service. Pay level iii will apply from the fourth year of service. The application of “credited service” as contained in the “Pay Level” in Section 29.4 shall continue to apply but in accordance with this section.
- Section 29.6 All bargaining unit members shall be required to use direct deposit. Employees shall have until August 1, 2016 to designate an account for direct deposit.
- Section 29.7 Probationary period: employees hired after ratification of this agreement shall serve a 90-day probationary period. Which shall begin on the date of hire through the 90<sup>th</sup> day of service, during their term of probation the employee shall be ineligible for Health Care and Dental benefits.
- \*\*Custodial/Mechanical add \$1.00 per hour added to the appropriate custodial step placement.

**Article XXX**  
**Credit Reimbursement**

- Section 30.1 The District shall provide tuition reimbursement for tuition to qualified employees pursuant to the following conditions:
- Section 30.2 Receipt of approval by the Superintendent prior to the taking of courses. (Superintendent will use the criteria contained in this contract, as well as deciding whether or not the courses meet the needs of the District prior to granting the request for reimbursement on a case-by-case basis.)
- Section 30.3 A maximum of \$20,000.00 per school year shall be available to the entire Bargaining Unit for tuition reimbursement. Request for reimbursement shall be done on first-come first-serve basis.
- Section 30.4 Employees may take up to six (6) credits per school year when enrolled in an accredited university. Tuition reimbursement shall be limited to the resident PSU rate or resident SUNY rate depending on the employees’ state of residency.
- Section 30.5 Credit can be taken for undergraduate and graduate credits; however, the courses and credits must be in a program in which the employee is obtaining his or her Pennsylvania Teacher’s Certification, an advanced degree in his or her classification, or for an advanced degree (i.e. Educational Master’s Degree).
- Section 30.6 Advance notification to and approval of the Superintendent on a form provided by the District. If the Superintendent does not respond in two weeks, the request is automatically approved.
- Section 30.7 Not applicable to credits earned prior to the effective date of this agreement.
- Section 30.8 Shall not apply to credits earned on sabbatical leave and only will be paid for credits for which they will receive no other reimbursement.
- Section 30.9 Conference and workshops credits earned while the employee’s expenses are being paid by the District are not eligible.
- Section 30.10 Payment for credits shall be made within thirty (30) days after submission of a transcript or grade report evidencing successful completion of the course. However, for summer credits no payments shall be made until thirty (30) days after the employee returns to his position in the District in the following year.