

AGREEMENT BETWEEN

MT. LEBANON SCHOOL DISTRICT

AND

**MT. LEBANON SECRETARIAL/AIDES
EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION
PSEA-NEA**

July 1, 2022 through June 30, 2027

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I. AGREEMENT

This Agreement made this ____ day of December 2022, by and between the Mt. Lebanon School District, hereinafter referred to as the District, and the Mt. Lebanon Secretarial/Aides Education Support Professionals Association, PSEA-NEA, hereinafter referred to as the Association.

II. RECOGNITION

The District recognizes the Mt. Lebanon Education Support Professionals Association, PSEA/NEA as the exclusive representative and bargaining agent, as provided for by Act 195, for all full-time and regular part-time non-professional employees of the Mt. Lebanon School District in the bargaining unit certified by the State Labor Relations Board Order #PERA-R-11-18-W on April 15, 2011.

III. DEFINITIONS

District	The Mt. Lebanon School District
Association	The Mt. Lebanon Secretarial/Aides Education Support Professionals Association, PSEA-NEA
Employee	A secretarial, clerical employee, instructional and classroom aide, health office support nurse or personal care assistant/paraprofessional employee of the Mt. Lebanon School District in the certified bargaining unit.
Full-time Employee	An employee who is regularly scheduled to work twelve (12) months a year for the District, including the following (this list is subject to addition, deletion or amendment at the District's discretion): Secretary(ies) for: Building Principals, High School Principals (Attendance Office), High School Unit Principals, Director of Business, Supervisor of Special Education, Supervisors of Curriculum/Department Chairs, Director of Human Resources, Accounts Payable, Child Accounting/Accounts Receivable, Accounting Clerk, Multi-Media Secretary, Building Rental Secretary, Technology Secretary, Facilities Office Secretary, Science Lab Assistant.
Hourly Employee	An employee who is regularly scheduled to work less than twelve (12) months a year, including the following (this list is subject to addition, deletion, or amendment at the District's discretion):

Hourly employees are such employees as Special Education Class Aide, Teacher Aide, Health Office Support Nurse, Personal Care Assistant (Paraprofessional), Principal's Office Clerk, Guidance Clerk, Secretary for Middle School Assistant Principal, Instructional Clerk, Activities Office Clerk, Library Clerk, Health Services Clerk, Athletic Office Clerk, , and other Clerk positions which do not involve 12 months of work.

The District reserves the right to determine how many full-time, hourly employees and/or health office support nurses are needed in each classification.

Substitute Employee A person hired to fill a temporary vacancy due to a bargaining unit employee utilizing paid or unpaid leave. Substitute employees are not members of the bargaining unit and are not eligible for any of the benefits under this contract.

Summer Work If the District has need for additional summer secretarial/ clerical help, those hourly employees who have indicated each May their interest in summer work will be assigned such work on an as-needed basis according to seniority, by rotating list, and qualifications as determined by the District. Such summer work will not change the employee's hourly status.

Note: The District will not act arbitrarily to reduce the above-mentioned listings.

IV. SCOPE OF THE AGREEMENT

Collective bargaining as required by ACT 195 is defined as the performance of the mutual obligation of the public employer and the representatives of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

V. POLICY MATTERS

It is understood and agreed by and between the parties that representatives of the District shall Meet and Discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon reasonable request by the Association's representatives. The Association and the Employer will meet to communicate regularly in order to resolve issues that arise in the workplace and will provide their agendas for meet and discuss not less than twenty-four (24) hours prior to the time the meeting is scheduled to begin. Any change in the District's practice in assigning a substitute secretary shall be a subject for meet and discuss. The District may subcontract bargaining unit services during the term of this Agreement. Provided,

however, that where such subcontracting will result in a layoff, the District will provide the Association with at least sixty (60) calendar days notice prior to any layoffs and will meet and discuss with the Association concerning such subcontracting and concerning the impact of such subcontracting. During this Meet and Discuss process, the Association will have the right to review any bids or proposals from third parties to provide such subcontracted services and shall have the right to make its own proposals to retain such work within the bargaining unit. The District shall retain the right to determine whether to subcontract.

VI. EMPLOYEE ORGANIZATION ITEMS

A. Dues Deduction

The District will deduct monthly, for the term of this Agreement, Association dues from salaries of members of the Association, as authorized in writing by the individual Association member.

The Association will obtain a signed authorization from cash paying members to have any unpaid dues deducted from the employee's June paycheck. On or before May 1 of the school year, the Association president will notify the District of those cash-paying members who have not paid their yearly dues. The District agrees to deduct the balance owed to the Association from the employee's June paycheck.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken by the Association, or by the District pertaining to the collection, calculation and dissemination of dues as agreed to in the paragraphs above.

B. Maintenance of Membership

The District agrees that employees who have joined the Association, or who join in the future shall be subject to the "Maintenance of Membership" provision as defined in Article 111, Sub-section (18), of the Public Employees Relations Act, ACT 195.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issues against the District as a result of any action taken against the District under provisions of this Article.

C. Association Meetings

1. The Association meetings of its members shall be scheduled at times other than the normal school day or other than when previously scheduled District meetings are to be held.
2. The District will provide time for the Association to meet when arranging for all-District or all-building staff meetings where such meetings can be accommodated without excessive disruptions.

D. Use of School Facilities

1. The Association may make written application for the use of school facilities to conduct its own local Association meetings. Said application shall be made in advance of a proposed meeting. Upon the building principal's written approval of a properly filed application for the use of the building in which the principal is responsible, the Association and its members may be permitted to use said school facilities for an Association meeting. Said use of the building shall not be permitted during working hours. Fees for use of school facilities, if available for regional and state association meetings, will be governed by the District's Facilities Rental Policy.
2. The Employees of the Association will have the use of inter-school mail and email.

E. New Employees

The District shall notify the Association of changes to its bargaining unit members' status including, new hires, resignations, retirements, deaths, promotions, or employees who have been furloughed or are placed on an unpaid leave of absence, within ten (10) days of such Board action.

F. Printing Agreement

Copies of this Agreement shall be made available by electronic publication within a reasonable period of time after the Agreement is signed.

G. Legislation

Upon a new law permitting alternatives to Article 111, Sub-section (18) of ACT 195 and request of either party, the District and the Association will meet to negotiate the conditions of this article.

VII. WORK YEAR, WEEK AND DAY

A. Full time Employees

Twelve (12) month secretarial personnel shall work all days when teachers are in session during any school year at seven and one-half (7 1/2) hours each day with a sixty (60) minute unpaid lunch break. The remaining work days in the calendar year [usually sixty-six (66)] shall be six (6) hour days with a one (1) hour unpaid lunch break. The District shall have the right to reschedule a six (6) hour day as a seven and one-half (7 1/2) hour day; however, the employee shall be paid for the additional time worked at their hourly rate of pay. The District and the Association shall establish dates for the annual work year through Meet and Discuss.

Full-time employees shall in most cases work five days each week during the school year from 8:00 AM to 4:30 PM with a one-hour unpaid lunch period - unless the specific assignment requires that different hours be set as determined by the District.

B. Hourly Employees

Hourly secretaries, clerks and aides will normally work one hundred ninety days (190) per year. These days will include training required to maintain their respective positions.

The work week for hourly clerks and aides in most cases will be Monday through Friday between the hours of 7:30am and 4:00pm and will include a thirty (30) minute duty free lunch as determined by the supervisor. Hours will be determined on an individual basis and may be changed by the district to accommodate IEPs or student coverage.

C. Personal Care Assistants/Paraprofessionals

Beginning with the 2023-2024 school year, personal care assistants (special education paraprofessionals) will normally work one hundred and ninety days (190) per year which will include at least one (1) clerical/classroom management day prior to the start of the first day of the school year.

The Special Education Department will schedule classroom training and/or independent study time throughout the year to enable the Personal Care Assistants/Paraprofessionals to pick up the necessary credits to meet their continuing education requirements. These trainings may be provided when there are Act 80 days, curriculum and open house days, the last day of school, etc. when students are released early. Paraprofessionals shall be surveyed yearly regarding their desired topics and types of training. Any credits that cannot be provided by the District or training activities which the PCA/Paraprofessional is unable to attend, must be acquired by the PCA/Paraprofessional on their own time and at their own expense.

The PCA/Paraprofessional's work day will be seven hours long and shall include a 30 minute duty-free unpaid lunch. The PCA/Paraprofessional's assigned schedule may run between the hours of 7:30 AM and 3:45 PM each work day as assigned by the building principal or the Supervisor of Special Education. PCAs/Paraprofessionals may utilize time before student arrivals to complete any necessary paperwork. The building principal, his/her designee or the Special Education Department will provide PCAs/Paraprofessionals with as much advance notice as possible whenever there is a need to change an employees' work schedule because of a change in student coverage or a change to an IEP.

D. Health Office Support Nurses and Hourly Employees

Health Office Support Nurses and hourly employees' work hours will be determined on an individual basis.

E. Employees will be paid at a time-and-one-half rate for overtime work in excess of forty (40) hours per week in accordance with the Fair Labor Standards Act.

Double time will be paid for those hours of work performed on Sunday.

Employees who desire to work evening hours on an extra earnings basis are to notify the human resources office in writing each September. Assignments to such work will be based upon qualifications and length of service, among other considerations as determined by the District.

Employees who are requested or required by management to work through their unpaid lunch or break time or beyond their scheduled workday shall be paid at their normal hourly rate (or overtime where applicable) or may choose compensatory time in lieu of extra pay. Compensatory time that is elected in lieu of overtime pay shall be calculated at one and one-half hour per hour of overtime worked.

- F. The full-time employee who is absent from work without prior approval of the supervisor on a workday immediately preceding a vacation or an official holiday or on the first working day following a vacation or holiday, shall be docked for the day of absence. If ill, a physician's excuse will be required after the first such absence in any school year. If there is no physician's excuse, the employee shall be docked.

VIII. LENGTH OF SERVICE

- A. The latest date an employee commences work for the District shall be used for the calculation of "District-wide" seniority. Prior experience within the District will be used for the purpose of salary and vacation benefits when employees are rehired within two (2) years of the last day of work.

"Job classification seniority" will be calculated based upon the latest date that an employee commences work for the District in that employee's job classification. There are four job classifications recognized in this agreement: full-time employees, hourly employees, health office support nurses and personal care assistants/paraprofessionals.

- B. A probationary period of ninety calendar days shall be in effect for all new employees or rehired employees. Permanent status shall begin the first day of the first month after the satisfactory completion of the ninety-day probationary period and after approval of the Board of School Directors. Action by the Board will take place and the employee will be informed of this action within thirty calendar days following the completion of the ninety-day period. Applicable fringe benefits shall begin on the first of the month following the completion of the ninety (90) calendar day probationary period and with approval of the Board.

Discharge of a probationary employee prior to hiring by the Board of School Directors shall not be subject to the grievance procedure by either the employee or by the Association.

During the probationary period on-the-job orientation will be given as is

reasonable within the work cycle of the school year. New employees may be assigned a mentor for the first year of employment.

- C. Job vacancy notices and job descriptions for positions in this bargaining unit, along with job descriptions, shall be emailed electronically to all bargaining unit members district-wide and will remain open for five (5) working days that will occur over two (2) work weeks prior to filling the position. All bargaining unit members who apply will be interviewed and notified of the status of their application within two calendar weeks of their interview date. The qualifications and length of service of the applicant shall be among the prime considerations used in determining the recipient of the vacant position.
- D. An employee selected for a promotional position or transfer within the bargaining unit shall be placed on a trial period for ninety calendar days. Salary and fringe benefits of the new position will commence at the beginning of the trial period. Permanent status shall begin the first day of the first month after satisfactory performance has been demonstrated during the ninety-day trial period and after approval of the Board of School Directors. An employee who is selected for a promotion or transfer but is unsuccessful as determined by the District or as determined by mutual agreement in said promotional position or transfer may return prior to or at the conclusion of said ninety-day period to the same position or a similar position to that formerly held.
- E. For hourly employees or PCAs/Paraprofessionals, length of service shall be established on the basis of the total hours worked. This calculation will be used to establish the salary step of an employee selected for a 12-month position. Employees working five (5) hours or more per day, for at least 180 days per school year, shall not suffer a reduction in their hourly rate of pay when moving into a full-time position.
- F. Length of service will be broken immediately at the time of resignation or discharge or after twenty-four (24) months in the case of layoff. Length of service will not accrue during such layoff. In the case of leave of absence without pay, not related to illness or disability, which exceeds three months, length of service will not accrue during such absence.
- G. The District will supply to the Association President a "Job Classification Seniority List" by October 15 of each year. The Association and the District shall break all seniority ties by lottery.
- H. Full-time employees who commence employment between July 1 and December 31 and perform more than six continuous months of service prior to the beginning of the next fiscal year (July 1), shall receive full vacation benefits and salary increment for one year of service commencing July 1.

Full-time employees who commence employment between January 1 and June 30 and perform less than six continuous months of service

prior to the beginning of the next fiscal year (July 1), shall remain on their current step of the salary schedule for the next fiscal year.

Said salary and fringe benefit adjustments for full-time employees, based on length of service in the District, shall become effective in the beginning of the new fiscal year (July 1).

Salary adjustments for hourly employees will be made at the beginning of the school year. An hourly employee must be employed before the end of the first semester and continue through the entire second semester to be eligible for an annual salary increment the following September.

IX. JOB ELIMINATION

- A. In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their job classification seniority.
- B. When an employee is to be laid off for any reason within the following groupings:

12 month secretaries	Building secretaries, attendance office secretaries, guidance office secretaries and laboratory assistant
12 month central office support	Technology, finance, human resources, curriculum/department chairs, special education, and facilities
10 month clerks	Aides, instructional/library, guidance office, athletic office, health services, high school/activities office, gifted, attendance office, middle school assistant principals' office
Personal Care Assistants/ Paraprofessionals	
Health Office Support Nurses	

affected employees shall have the right to take the lay off or to bump first any employee with less seniority in his/her own groupings as shown above. If the furloughed employee is the least senior in their grouping, then they can bump the least senior employee in a lower grouping provided that they are qualified to perform the duties of that job.

The employee and the Association shall be given a thirty calendar day notice.

- C. If satisfactory service is demonstrated, the employee shall be transferred permanently to that new position. If the employee does not show satisfactory service within 30 days, the employee shall be placed on layoff status.
- D. No new employee shall be hired in a job classification, District-wide, until all qualified employees on layoff status within said job classification have been recalled. Layoff status shall terminate after the employee has refused to or fails to return to work within ten (10) working days following the District's offer of recall by certified mail, to a position for which the District judges the employee to be qualified.
- E. Employees who have been laid off shall be recalled in the order of their employment date, subject to Paragraph D. Employees shall remain on layoff status for a period of two years from the first day of the layoff.
- F. The District reserves the exclusive rights to assign or reassign or increase or decrease the number of PCA/Paraprofessional jobs based on the needs of the students in the special education program.

If a PCA/Paraprofessional position is eliminated, the impacted employee will be retained through the end of the semester. If the employee is not reassigned by the end of the semester the District would apply sections B, C, and D above.

- G. The District reserves the exclusive rights to assign or reassign the building of the Health Office Support Nurse based on the medical needs of the students in each building.

If a Health Office Support Nurse does not maintain their license and competency credentials, at the discretion of the District, the employee may be reassigned to any position for which the employee is qualified, if a position is available, or furloughed.

X. HOLIDAYS

Any employee working on a 12-month schedule shall be entitled to the following paid holidays:

1. July Fourth
2. Labor Day
3. Thanksgiving Day
4. Thanksgiving Friday
5. Day before Christmas (See A and B below)
6. Christmas
7. Day after Christmas
8. The day before New Year's Day (See A and B below)
9. New Year's Day

- 10. Good Friday
 - 11. Easter Monday (See A and B below)
 - 12. Memorial Day
 - 13. Personal Holiday (not on student attendance day or teacher in-service day)
 - 14. A District-scheduled "Offices Closed" Day
- A. Any employee required to work on a holiday shall be paid time-and-a-half for the hours worked plus holiday pay. (Except Nos. 5, 8, 11)
 - B. If Nos. 5, 8, and 11 above, fall on a student attendance day or teacher in-service day, eligible employees shall be paid at their regular rate, but will receive an additional day off for said holiday which will be a non-in-service day or non-student day.
 - C. Holiday pay shall be considered as time worked for the purpose of computing overtime pay.
 - D. If any of the above holidays fall during an employee's vacation, an additional day of vacation will be granted.
 - E. Any employee on sick leave who would otherwise be entitled to a paid holiday shall not have the holiday charged against his/her sick leave credit.
 - F. Leave for Religious Observance
Employees may request of their building principal leave for observance of religious holidays when said observance prevents them from working on those days. These days may be taken as follows:
 - Leave without pay
 - Utilization of vacation or personal leave days
 - Make up day on a mutually established day

XI. VACATIONS

Vacations for full-time employees shall be based on years of full-time service with the District. The following vacation benefits are effective as of June 30 of each year:

As of June 30:

- Completed one year and during second through eighth year of service 2 weeks
- During ninth through fourteenth year of service 3 weeks
- During fifteenth year of service and beyond 4 weeks

Employees are encouraged to take their vacations during the summer months. However, under special circumstances and upon the written approval of his/her supervisor, an employee may be permitted to take six days of vacation during the school year when students are in school. Those employees entitled to four week's vacation may be permitted eight such days. Employees may carry one week's vacation over into the next fiscal year. These provisions do not apply to full-time employees in the central office whose vacation schedules will be reviewed by the immediate supervisor.

Full-time employees with at least four (4) months of service as of July 1 will be entitled to five (5) days of paid vacation during the fiscal year beginning July 1.

An employee who receives vacation days and retires or resigns shall be entitled to receive payment for unused vacation days as follows:

Hourly rate x 1867.5 hours worked per year+ 260 days = the daily rate for 12 month employees. This daily rate will be multiplied by the number of unused vacation days.

XII. JURY DUTY

Any member of the bargaining unit, including health office support nurses, called for jury duty shall be granted such leave.

Any payment received for jury services, less travel expenses, shall be deducted from the employee's normal daily compensation.

XIII. HEALTH AND WELFARE BENEFITS

A. The District will provide to 1) full-time employees, 2) hourly employees who are regularly scheduled to work at least 190 days per year and who regularly work 7 hours or more per day, 3) PCAs/Paraprofessionals who are regularly scheduled to work at least 180 days per year and who regularly work 7 hours per day, and 4) additionally those employees hired on or before August 28, 1995 who had coverage as of June 30, 2002, and who work five (5) hours or more per day but less than seven (7) hours per day for 190 days the health insurance, dental coverage, vision and life insurance currently offered so long as such insurance remains available to the District, and the District will pay up to the maximum amounts listed in Section B below toward the monthly health insurance premium. Current coverage includes:

- Allegheny County Schools Health Insurance Consortium's (ACSHIC) EPO or equivalent successor plan or PPO plan
- ACSHIC Standard Dental Plan with Riders A, B, C, and D
- ACSHIC Standard Vision Plan

- Life Insurance - \$40,000
- All health insurance coverage will be provided at the applicable level (Individual, Family, etc.)

Except for employees hired on or before August 28, 1995 (see above), hourly employees who work at least 60% and up to 90% of the full-time equivalent (FTE) are eligible to purchase district-sponsored medical, dental, and vision insurance at costs in excess of the modified District contribution. The employee pays the contribution percentages specified in Section B below, plus any costs in excess of the **modified** District contribution. The District contribution will be modified by the percentage of the employee FTE.

91- 100% FTE: The District contribution is calculated as the remaining percentage balance after the employee contribution percentages specified in Section B below.

All Others: The **modified** District contribution is calculated by multiplying cost of the District contribution at 100% FTE by the employees reduced % FTE.

For Example ONLY: an employee who works at 80% of the FTE:*

District:

(Cost of District Contribution at 100% FTE) X (% reduced FTE) = Modified District Contribution.

$$\text{Ex. } \$100.00(.80) = \$80.00$$

Employee:

(Premium Cost) - (Modified District Contribution) = Employee Excess Cost

$$\text{Ex. } \$117.73 - \$80.00 = \$37.73$$

\$117.73 (Premium Cost)

\$80.00 (modified Contribution at 80%)

\$ 37.73 (Employee Excess Cost)

*Values used are not actual insurance rates

- B. Employee contributions to the monthly premiums for the District's insurance plans provided in conjunction with the ACSHIC EPO or equivalent successor plan for individual and dependent coverage shall be the following amounts for all levels of coverage.

2022-2023	10.5%
2023-2024	10.5%
2024-2025	11%
2025-2026	11.25%
2026-2027	11.5%

Employees shall be responsible to pay the above-referenced premium contributions but in no event shall the applicable employee contribution exceed the following:

	Individual	All Other
2022-2023	\$95	\$170
2023-2024	\$100	\$175
2024-2025	\$105	\$180
2025-2026	\$110	\$185
2026-2027	\$115	\$190

Employee contributions for PPO coverage shall be equal to the amounts payable by employees for EPO or equivalent successor plan coverage plus the additional cost attributable to PPO coverage.

C. Any employee may elect to opt out of the ACSHIC EPO or equivalent successor plan and enroll in the ACSHIC Standard PPO Plan, if available, subject to the following conditions:

1. Employees may elect to be covered by the ACSHIC Standard PPO Plan once per year, on or before June 1 to be effective July 1 of each year.
2. Any election shall remain in effect for one year and shall apply to the employee and any covered spouse/dependents.

D. Any employee eligible for District healthcare benefits covered under any medical insurance program other than those offered by the District will be eligible for an annual opt out stipend of \$1,400 (or \$4,000 if 25% or more members elect this option) provided that, prior to June 1 of any year during the term of this Agreement:

1. the employee requests in writing to waive all medical insurance coverage (including dental and vision) offered by the District; and

2. the employee provides evidence that he/she is in fact covered under another plan. The election will be effective July 1, and the stipend will be paid in two (2) payments of \$700 each (December and June).

Any election to re-enroll in one of the District's plans will be subject to applicable waiting periods and a pro rata refund of the stipend.

E. Cumulative Sick Leave

Ten (10) days per year for 190-day employees who work five (5) hours or more.

Twelve (12) days per year for full-time employees.

All other hourly employees not outlined above will accumulate sick leave only as required under the paid sick leave provisions of the Allegheny County Sick Leave Ordinance, No. 15-21-0R.

Absence due to illness covered by sick leave will not be deducted from an employee's service record. Paid sick leave shall be considered as time worked for the computation of overtime.

Up to five (5) days of sick leave annually may be used to care for a sick family member. These days are not in addition to accrued sick leave.

- F. If permitted by the insurer, individual coverage in the ACSHIC Standard PPO Plan or the ACSHIC EPO or equivalent successor plan then provided by the District (as selected by the employee) will be made available by the District for eligible retired employees for a period of thirty six (36) months after the effective date of the retirement or until eligible for Medicare, whichever comes first. Such employee must have been a part of the District plan prior to retirement and have had at least twelve (12) years of credited full-time retirement service with the District and have attained the age of 62. The District will contribute up to the maximum monthly District contribution for individual coverage then in effect pursuant to paragraph XII.B. above, and the employee shall pay the balance, if any. The employee may purchase spouse/dependent coverage during such time if permitted by the insurer.
- G. The District's monthly obligation toward the purchase of the retiree's health insurance shall be reduced by the amount of any premium assistance available to the retiree through the Public School Employee Retirement System to the extent not necessary to satisfy the retiree's monthly premium contribution obligation. Any premium assistance available through the PSERS shall be applied first, to reduce any retiree premium contribution obligation and secondly, to reduce the premium contribution of the District.

- H. If permitted by the insurance carrier, the EPO or equivalent successor plan, Standard PPO Plan, dental insurance and vision insurance may be purchased through the School District by retired employees at the retiree's own expense for a period of up to five (5) years after the effective date of the retirement or until eligible for Medicare, whichever comes first. Such employee must have been part of the School District health insurance plan prior to retirement and have had at least 10 years of credited retirement service and attained the age of 60 as of the date of retirement.
- I. Employees hired on or before June 30, 1999, and who retire with ten (10) or more years of PSERS retirement credit in the District and who are at least age 62 at the time of retirement shall receive either \$3,000 or the equivalent paid into a group term life insurance policy. The employee shall have the right to choose either option. This benefit shall not be available to employees hired on or after July 1, 1999.
- J. The parties are currently serving on a joint/labor management committee concerning health care options. In the event that one or more health care plan options approved by the committee becomes available, the parties agree to negotiate over the implementation of such plan(s) for eligible employees, retirees, and dependents in lieu of the plans described above.
- K. In the event that the cost of medical insurance exceeds the maximum monthly employer contributions specified in Section C of this article the District will, upon request, meet and discuss with the Association concerning salary redirection and/or other alternatives to reduce such excess cost for which eligible employees are responsible, so long as the overall cost to the District is not increased.
- L. The employer provides a Section 125 plan to shelter premium contributions and a Flexible Spending Account.

XIV. TUITION REIMBURSEMENT

The District shall reimburse an employee for preapproved tuition credits taken in a job/skill related program when an "A" or "B" grade is earned (pass/fail if the course is graded as such). This reimbursement shall not exceed \$175 per credit or up to \$525 per year (July-June) of actual costs for a non-credit course or workshop and will be made after submission of an official transcript or proof of completion. As a condition to receiving academic reimbursements, the employee agrees to remain in the employ of the District through the end of the next full semester following successful completion of the course. In the event an employee receives reimbursement but is not employed with the District for this full period, the employee shall refund to the District the monies received.

For District-preapproved and job/skill related Adult Education courses operated by the District, reimbursement will be made for up to two (2) courses per year (July-June). The District will make the final determination of the availability in existing scheduled classes. All bargaining unit members are eligible for this benefit.

XV. LEAVES OF ABSENCE

A. Pregnancy

Absence from work due to pregnancy shall be treated as any other disability.

B. Paid Leaves

Personal Leave

Full-time employees and hourly employees who work at least 180 days per year and who regularly work five (5) hours or more per day shall be entitled to three (3) personal days per fiscal year. The personal days may be used for matters of urgent personal business which cannot be scheduled outside of regular working hours. The personal day shall be granted if the employee submits written notification on the appropriate form to the building administrator at least two (2) days in advance of the desired leave. In case of emergencies, the building administrator may either approve or disapprove such use of the personal business day, thereby waiving the requirement of advance notice of two (2) days. Employees may carry over one personal day per year. Employees will have no more than four days (3+1 carryover) for use in a given year. Unused Personal Leave Days in excess of the amount permitted to be carried over will be converted annually into Sick Leave Days on a one-to-one basis.

Bereavement Leave

All employees shall be allowed a maximum number of bereavement leave days according to the following:

- A. Five (5) days following the death of a parent, spouse or child.
- B. Four (4) days following the death of a brother or sister, grandparent or grandchild.
- C. Three (3) days following the death of a son-in-law, daughter-in-law, or any person with whom the employee has made his/her home.
- D. Two (2) days following the death of a first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
- E. All provisions of this Article will be interpreted as if they apply to the relatives of the employee's spouse as well as the employee's relatives unless otherwise specified above.
- F. If an absence occurs on the workday of the death; the employee has the option of using a personal business day (if the employee has one

available) or a bereavement day.

- G. All days mentioned above shall be taken within ten (10) calendar days following the death, with exceptions being at the discretion of Administration.

C. Unpaid Leaves

Personal Leave

Employees may request short-term, other than the aforementioned, leaves of absence without pay. The Board of School Directors may, in its sole discretion, grant such requests. All communications requesting (including a statement of the reason for the request), granting, or denying such leaves of absence shall be in writing.

Emergency Leave for Part-Time Employees

Health Office Support Nurses and employees working less than five (5) hours per day or less than five (5) days per week may arrange an absence to deal with a personal emergency on up to three (3) occasions per year by scheduling alternative working hours as approved by the appropriate administrator.

Worker's Compensation Benefits

1. During an absence due to a temporary compensable personal injury to the employee incurred in the course of employment, the District shall provide the following:
 - a) For up to twenty-four (24) weeks, the District shall continue to make the applicable contribution for health care insurance in effect at the time of the disability; and
 - b) If the employee chooses to purchase his/her lost retirement service due to a Worker's Compensation claim, the District shall authorize a special sick leave and make the necessary contributions to the employee's PSERS retirement account for a period of up to twenty- six (26) weeks, and if requested by the employee, an additional 26 weeks, at the District's discretion.
2. Employees are not entitled to use sick leave benefits for any day for which they are determined to be eligible for Worker's Compensation wage loss benefits; provided, however, that an employee may use up to a maximum of fifteen (15) available sick leave days for any days the employee is unable to work due to injury or illness while awaiting a determination of eligibility for worker's compensation wage loss benefits. {Note: The District will pay available sick leave benefits for this period unless instructed

otherwise by the employee. If the determination has not been made within fifteen (15) work days and the employee wishes to continue to receive available sick leave days, the employee shall submit a request to the Director of Human Resources.}

3. To the extent that an employee receives retroactive worker's compensation wage loss benefits for any day for which the employee has received or will receive paid sick leave benefits from the District as described in Section 2(a) above, the employee shall either (a) reimburse the District for the gross amount of sick pay for such day, in which case the sick day(s) will be restored to the employee, or (b) retain the sick pay, and pay over to the District the full amount of wage loss benefits received from the worker's compensation carrier by the employee for such day(s), in which case the sick day(s) will not be restored. The employee shall notify the Director of Human Resources of his or her election, and make any payment to the District, within five (5) work days after receiving a determination as to the worker's compensation wage loss benefits. If no election is made by the employee within such five (5) work day period, option (a) will be implemented and the gross amount of sick pay will be due and owing to the District immediately and any part or all of the total amount may be recovered from the employee's future pay over a period of not more than sixty (60) days.

D. Extended Sick Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leaves available may, upon Board of School Directors' approval, be granted a leave of absence without pay for the duration of such illness or disability up to one year. During such leave the employee may continue all coverages as defined in Article XIII, Section A, at the employee's expense.

E. Family and Medical Leave

1. The District shall abide by the Family and Medical Leave Act, as amended and shall be entitled to exercise the discretionary rights contained therein. An approved family medical leave taken pursuant to the provisions of the Family and Medical Leave Act, except as modified by subsection C of this Article, shall run concurrently with any other eligible leaves of absence contained in this Agreement and approved by the Board of School Directors. When applicable and in accordance with the Family and Medical Leave Act; employees will be required to use any unused personal and vacation days during their leave. If the family medical leave is for the employee's serious health condition, the employee will be required to use any available sick days for the duration of his/her

illness or disability. If the family medical leave is for care of a family member the employee may be required to use up to five (5) available sick days during the leave.

2. Calculation of an employee's FMLA entitlement shall be done on a rolling year basis as defined by the FMLA. The rolling year begins the date of application for FMLA.
3. When the FMLA leave is in connection with the birth and care of a newborn child, the FMLA leave shall run concurrently with any sick leave taken by the employee with the exception of the first twenty (20) days of sick leave taken by the employee as a result of any of the pregnancy- related disabilities. The length of pregnancy-related disability, including recovery time, must be supported by medical documentation.
4. Interpretation. This article is intended to implement any District Board Policy or procedures in effect for the Family and Medical Leave Act of 1993, as amended, and is not intended to provide any rights beyond those set forth in the Family and Medical Leave Act.

F. Sick Leave Bank

1. A Sick Leave Bank shall be maintained for the employees of the bargaining unit. The purpose of the Sick Leave Bank is to provide paid leave to supplement an employee's personal accumulated sick leave days in the event of an extended leave due only to the employee's major medical disability or catastrophic injuries. Financial hardship will not be a consideration when determining eligibility for Sick Leave Bank days. Sick Leave Bank days cannot be used for illness of a family member. Employees are eligible to participate during the first ten (10) days after beginning employment with the District and, thereafter they may elect to join only during the open enrollment period for benefits for the following school year.
2. In order to participate, each member must make an initial donation of one (1) unused sick day to the Sick Leave Bank.
3. Membership in the Sick Leave Bank shall be continuous from year to year unless the member leaves the employment of the District or if a member voluntarily withdraws from membership at the end of an academic year (as of June 30). Notice of intent to withdraw from membership in the Sick Leave Bank must be given to the Sick Leave Bank Committee during the open enrollment period for the following school year.
4. In the event a member withdraws from membership in the Sick Leave Bank, the days that the member donated will remain in the Sick Leave Bank.

5. Required donation of not more than one additional day may be assessed against the members of the Sick Leave Bank in any contract year when the number of days available in the Sick leave Bank drops below one-half (1/2) the number of participants or when deemed necessary and approved by the Sick Leave Bank Committee.
6. Under no circumstances will the total number of days in the Sick Leave Bank be more than twice the number of employees in the Bargaining Unit.
7. A Sick Leave Bank member may not be eligible to receive and/or use the sick bank until the member has exhausted all of his or her sick leave days and personal days.
8. Except as provided in subparagraph nine (9) herein below, Sick Leave Bank members shall be entitled to apply to use five (5) sick days from the Sick Leave Bank for each year of service the member has with the District, up to a maximum of one hundred (100) days.
9. A Sick Leave Bank member who has served in the District for fewer than seven (7) years shall be entitled to receive and/or use up to a maximum of thirty (30) days from the Sick Leave Bank during the first six (6) years of service with the District.
10. The total payment to any member utilizing the Sick Leave Bank shall not be more than 100% of the member's salary to which he or she would otherwise have been entitled. All payments from third parties to the member, including but not limited to Workman's Compensation, Disability Insurance, etc., shall be deducted from the normal rate of pay. The employee shall receive the difference between the third-party payment and the amount the employee would otherwise have received during that pay period. This difference will be deducted from the employee's net income after retirement contributions, social security, taxes, etc. have been calculated. Members must provide written notification to the District of all such third-party payments. Employees on PSERS disability are not eligible for sick bank days.
11. This Sick Leave Bank will be maintained and administered by a joint committee comprised of three (3) appointees by the President of the Mt. Lebanon Secretarial/Aides Education Support Professionals Association and three (3) appointees by the Superintendent of the Mt. Lebanon School District. Such appointments shall be made annually and be for a period of one year. This committee will be known as the Secretarial/Aides Sick Leave Bank Committee.
12. All recommendations made by the Sick Leave Bank Committee,

including but not limited to eligibility and use decisions, will be by majority vote of the entire Committee.

13. All decisions made regarding eligibility of the Sick Leave Bank sick days will be at the sole discretion of the Sick Leave Bank Committee. In no event shall any action, inaction or decision by the Sick Leave Bank Committee give rise to a grievance. Recommendations made by the Sick Leave Bank Committee are final.
14. If at any time the Sick Leave Bank is terminated, Sick Leave Bank members then currently employed by the District will receive a proportionate share of their sick day contributions based on the total number of days left in the Bank's balance. Members who have received sick days from the Bank will not receive any days back.
15. To apply for sick bank days the member must submit an application form supplied by the Sick Leave Committee to that Committee along with a detailed physician's report which must contain the following:
 - a) Diagnosis and prognosis of major medical disability or catastrophic injury.
 - b) The type and frequency of required treatment.
 - c) Timing of the procedure - A member shall attempt to schedule the procedure for the summer months if possible and, if not possible, the physician's report shall explain why.
 - d) The expected time away from the job and the projected return date.
16. The member agrees that the Sick Leave Committee shall have the right to request the member to submit to a physical examination by a doctor of the Committee's choice and at the expense of the employee.

The Association and each of its employees joining the Sick Leave Bank must sign a release and hold harmless agreement to defend, indemnify and hold harmless the District in connection with any claims, expenses, suits, or actions by an employee under the Sick Leave Bank. It is agreed by the Association that no matter, claim or issue relating to the Sick Leave Bank shall be the subject of any grievance, complaint or suit brought against the District.

XVI. PAY FOR ACCUMULATED SICK LEAVE DAYS AT RETIREMENT/RESIGNATION

During the term of this Agreement an employee who receives sick leave benefits, who retires/resigns and has at least 12 continuous years of service with the District, shall be entitled to receive a payment, less appropriate deductions as follows:

- for employees with up to twenty (20) years of service \$35.00 per day for each day of unused accumulated sick leave, up to a maximum of five thousand dollars (\$5,000).
- for employees with twenty (20) or more years of service \$45.00 per day for each day of unused accumulated sick leave, up to a maximum of six thousand-five hundred dollars (\$6,500).

The above payout shall not be available in cases of a just cause discharge by the District. Bargaining unit members who die while in service shall have the above amount paid to their estates or to their designated beneficiary(ies) as named in the employees' current life insurance policy provided by the District as maintained in the offices of said life insurance company. The twelve-year stipulation does not apply to those retiring under state retirement benefits.

XVII. SALARY SCHEDULE

A. Schedules

FULL-TIME EMPLOYEES

		2022-23		2023-24		2024-25		2025-26		2026-27
Steps to the Top	Step	Rate	Step	Rate	Step	Rate	Step	Rate	Step	Rate
11	1	18.94		-		-		-		-
10	2	19.09	1	19.45		-		-		-
9	3	19.39	2	19.75	1	20.11		-		-
8	4	19.69	3	20.05	2	20.41	1	20.77		-
7	5	19.99	4	20.35	3	20.71	2	21.07	1	21.43
6	6	20.29	5	20.65	4	21.01	3	21.37	2	21.73
5	7	20.59	6	20.95	5	21.31	4	21.67	3	22.03
4	8	20.89	7	21.25	6	21.61	5	21.97	4	22.33
3	9	21.34	8	21.70	7	22.06	6	22.42	5	22.78
2	10	21.99	9	22.35	8	22.71	7	23.07	6	23.43
1	11	22.74	10	23.10	9	23.46	8	23.82	7	24.18
TOP	12	24.04	11	24.54	10	25.04	9	25.54	8	26.04

For salary step placement, the District will have the right to grant newly hired full-year employees up to and including two (2) years of credit for previous school district experience.

Hours worked per year= 1,867.5.

NOTE: Step does not necessarily equate to years of service. Employees advance one (1) step per year.

**HOURLY
EMPLOYEES**

		2022-23		2023-24		2024-25		2025-26		2026-27	
Steps to the Top	Step	Rate	Step	Rate	Step	Rate	Step	Rate	Step	Rate	
9	1	15.00		-		-		-		-	
8	2	15.05	1	15.41		-		-		-	
7	3	15.10	2	15.46	1	15.82		-		-	
6	4	15.25	3	15.61	2	15.97	1	16.33		-	
5	5	15.65	4	16.01	3	16.37	2	16.73	1	17.09	
4	6	16.15	5	16.51	4	16.87	3	17.23	2	17.59	
3	7	16.65	6	17.01	5	17.37	4	17.73	3	18.09	
2	8	17.30	7	17.66	6	18.02	5	18.38	4	18.74	
1	9	18.10	8	18.46	7	18.82	6	19.18	5	19.54	
TOP	10	19.39	9	19.89	8	20.39	7	20.75	6	21.25	

When a 190-day per year (hourly) employee substitutes for a 12-month (full-time) employee, the employee will receive a \$1.00 per hour pay differential.

A bargaining unit member may volunteer but shall not be required to act as a substitute for a teacher.

NOTE: Step does not necessarily equate to years of service. Employees advance one (1) step per year.

**PERSONAL CARE
ASSISTANTS**

		2022-23		2023-24		2024-25		2025-26		2026-27	
Steps to the Top	Step	Rate	Step	Rate	Step	Rate	Step	Rate	Step	Rate	
9	1	15.00		-		-		-		-	
8	2	15.05	1	15.41		-		-		-	
7	3	15.10	2	15.46	1	15.82		-		-	
6	4	15.15	3	15.51	2	15.87	1	16.23		-	
5	5	15.25	4	15.61	3	15.97	2	16.33	1	16.69	
4	6	15.35	5	15.71	4	16.07	3	16.43	2	16.79	
3	7	15.50	6	15.86	5	16.22	4	16.58	3	16.94	
2	8	15.99	7	16.35	6	16.71	5	17.07	4	17.43	
1	9	16.49	8	16.85	7	17.21	6	17.57	5	17.93	
TOP	10	18.04	9	18.54	8	19.04	7	19.54	6	20.04	

NOTE: Step does not necessarily equate to years of service. Employees advance one (1) step per year.

HEALTH OFFICE
SUPPORT NURSES (RN)

		2022-23		2023-24		2024-25		2025-26		2026-27
Steps to the Top	Step	Rate	Step	Rate	Step	Rate	Step	Rate	Step	Rate
9	1	17.05		-		-		-		-
8	2	17.30	1	17.30		-		-		-
7	3	17.62	2	17.62	1	17.62		-		-
6	4	17.94	3	17.94	2	17.94	1	17.94		-
5	5	18.27	4	18.27	3	18.27	2	18.27	1	18.27
4	6	18.91	5	18.91	4	18.91	3	18.91	2	18.91
3	7	19.39	6	19.39	5	19.39	4	19.39	3	19.39
2	8	20.03	7	20.03	6	20.03	5	20.03	4	20.03
1	9	20.83	8	20.83	7	20.83	6	20.83	5	20.83
TOP	10	21.79	9	21.79	8	21.79	7	21.79	6	21.79

NOTE: Step does not necessarily equate to years of service. Employees advance one (1) step per year.

HEALTH OFFICE
SUPPORT NURSES
(LPN)

		2022-23		2023-24		2024-25		2025-26		2026-27
Steps to the Top	Step	Rate	Step	Rate	Step	Rate	Step	Rate	Step	Rate
9	1	16.05		-		-		-		-
8	2	16.30	1	16.30		-		-		-
7	3	16.62	2	16.62	1	16.62		-		-
6	4	16.94	3	16.94	2	16.94	1	16.94		-
5	5	17.27	4	17.27	3	17.27	2	17.27	1	17.27
4	6	17.91	5	17.91	4	17.91	3	17.91	2	17.91
3	7	18.39	6	18.39	5	18.39	4	18.39	3	18.39
2	8	19.03	7	19.03	6	19.03	5	19.03	4	19.03
1	9	19.83	8	19.83	7	19.83	6	19.83	5	19.83
TOP	10	20.79	9	20.79	8	20.79	7	20.79	6	20.79

NOTE: Step does not necessarily equate to years of service. Employees advance one step per year.

B. Method of Payment

1. Employees will be paid in 24 payments on the 10th and 23rd of each month, or at the last workday before those dates. The payment on the 10th and 23rd will equal one-half of the employee's monthly gross less the appropriate deductions.
2. All voluntary deductions will be taken from the payment on the 23rd.
3. All employees are required to have direct deposit.

XVIII. GRIEVANCE PROCEDURES

All disputes between the District and the Association or between the District and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure.

Step One: All grievances must be initiated by a person or group of persons within the bargaining unit or the Association within 30 calendar days of the alleged occurrence or within 30 calendar days from the time the grievant reasonably should have known or been aware of the existence of the situation giving rise to the alleged grievance. Group grievances shall go directly to Step Two. Any grievance challenging an unpaid suspension or termination of an employee shall go directly to Step Two. The grievance shall first be discussed orally by the grievance and the immediate supervisor. The grievant may elect to have an Association representative present. The immediate supervisor will give an answer in writing within one calendar week of such meeting.

Step Two: If a satisfactory settlement is not reached in Step One, the grievant must reduce the grievance to writing, on a form mutually agreed to by the District and Association, and give or send a copy of the same to the Director of Human Resources and the Association President, within two calendar weeks after receipt of the Step One answer. The Director of Human Resources and the Association representative shall meet in an attempt to settle the dispute. A written answer must be given to the Association President by the Director of Human Resources within two calendar weeks after such meeting.

Step Three: If the grievance is not settled in Step Two, the Association representative and the Superintendent or his designee shall meet in an attempt to settle the grievance within two calendar weeks after receipt of written notification of the Association's disagreement with the Step Two answer. A written

answer must be given by the Superintendent within two calendar weeks after such meeting.

Step Four: In the event no agreement is reached at Step Three, the Association may, upon written notice to the District, submit the grievance to arbitration within two calendar weeks after receipt of the Step Three answer. A copy of the submission shall be given to the Assistant Superintendent

The request for arbitration should be to the Pennsylvania Bureau of Mediation. The Pennsylvania Bureau of Mediation will provide the Association and the district with the names of seven arbitrators. Upon the receipt of the names of the proposed arbitrators, a designee of the Association and the Superintendent alternately shall strike names from the list until one name remains. This person shall be designated as the arbitrator. The arbitrator's decision will be in writing and will set forth the findings, reasonings and conclusions of the issues submitted.

The arbitrator will be without power and authority to make any decision which requires the commission of an act unauthorized by law or which is violative of law or of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement. The cost for the services of the arbitrator will be borne equally by the School District and the Association.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or procedures otherwise available.

XIX. DISCIPLINE

A. In employee discipline matters, the District shall:

- first, warn the employee orally of unsatisfactory performance;
- second, notify the employee in writing of unsatisfactory performance;
- third, notify the employee in writing of continued unsatisfactory performance and a possible suspension;
- fourth, notify the employee in writing of continued unsatisfactory performance and normally dismissal.

Employees may have an Association representative present at all meetings where a disciplinary penalty may be imposed.

B. Just Cause Provision

No employee shall be disciplined, reprimanded, reduced in rank or compensation, discharged or otherwise receive any detrimental treatment without just cause. Any such action taken by the District shall be subject to the grievance procedure. All information forming the basis of disciplinary action by the District will be made available to the employee.

XX. MISCELLANEOUS PROVISIONS

A. Statutory Savings/New Legislation

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held or legislated to be illegal or invalid, then such provision or application shall be deemed invalid and void and any benefits rights, entitlements, or practices based upon such provisions may be discontinued unilaterally by the District without bargaining. Such illegality or invalidity shall not affect any other section or provision hereof. In the event legislation is enacted granting the District the option of discontinuing or reducing a statutory right or entitlement contained in the Agreement or the subject of an alleged practice, the District shall then have a duty to bargain with the Association concerning the discontinuation or reduction of these optional rights and benefits. Notwithstanding the foregoing, the District shall have the right to unilaterally implement its discontinuation or reduction of the foregoing rights or entitlements at the expiration of this Agreement without bargaining to impasse and without such discontinuation or reduction being considered a change in status quo or lockout. After discontinuation or reduction, the absence or reduction of the right or entitlement shall be considered the status quo.

B. During the term of this Agreement the provisions of this Agreement supersede all policies and directives of the District that may be contrary hereof and may be changed only through the mutual agreement of the District and the Association.

C. This Agreement is the result of collective negotiations between the District and the Association which have been conducted under the requirements of and directives of statute law. The provisions of this Agreement may be changed only through the mutual agreement of the District and the Association.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's discretion and control and shall not be the subject of negotiations under Public Employee ACT 195 until the commencement of negotiations for a successor to this Agreement.

D. Both parties agree to abide faithfully by the provisions of Pennsylvania Public Employee Law, ACT 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that it and the employees will not strike against the District or any governmental body or assist or participate in such a strike during the term of this Agreement. The

Association through its representatives will instruct its members not to assist or participate in sanctions, work slow-downs, withdrawal of services, or any other concerted efforts which are designed to impair the normal operations of the District during the term of this Agreement.

E. Student Medication

Other than Health Office Support Nurses, employees of this bargaining unit are not authorized and shall not be required to administer medication or medical treatment.

All secretaries and clerks will receive first aid training from the District's school nursing staff.

Student health and emergency care procedures will be posted in each office where such information is deemed appropriate.

F. Safety and Health

1. The Association President shall appoint no fewer than two members of the bargaining unit covered by this contract to the district-wide Safety Committee. The committee shall function according to the terms of Article XXVII of the collective bargaining agreement covering the custodial and maintenance employees.

2. Employees who are at risk of being struck by bodily fluids while performing assigned personal care of students shall be provided with protective equipment which shields both skin and clothing. The District will provide a disposable gown that has been approved by the Allegheny Department of Health and the District's Supervisor of Health Services.

G. Starting Time - Inclement Weather

When the starting time for students is delayed because of inclement weather employees will report to work as near the normal starting time as is possible.

The Superintendent, based upon his/her assessment of the severity of the weather or emergency situation, may announce the end of the workday for members of this bargaining unit. Individual school situations may cause some variations in responding to this announcement. When all activities relating to the weather and/or emergency condition have been concluded prior to the scheduled end of the workday, the building principal or his/her designee in the administrative chain of command may close the office.

- H. Mileage Reimbursement
Employees who are required, as part of their duties, to travel from one building to another shall be compensated at the IRS mileage deduction rate as published for business use of an automobile. Such rate is to become effective upon official publication by the designating agency.

- I. Auto Damage
Employees will be reimbursed up to \$250 for repair of malicious student damage to their car or personal property while the car is parked on school grounds during their workday. Claims for reimbursement must be made in writing to the building principal within one day of the damage and be followed by proof of cause and effect for the damage as it is related to the employee's assigned duty, a police report which fixes the time and location of the incident, and employee-paid invoice for the repair of the damages, and, if requested by the District, a statement from the employee that the cost of the repair was not otherwise recoverable from those who did the damage or from any insurance company.

- J. Conference Attendance
Annually two secretaries shall be given approval to attend the Pennsylvania Association of Educational Office Professionals (PAEOP) Conference and shall be reimbursed for reasonable expenses for transportation to and from the conference, lodging, and meals while attending the conference, and with pay for the work time lost. Upon return the employee will report in writing on the knowledge gained from such attendance.

- K. Personnel File
Employees shall have the right to review the contents of their personnel file. Such time for review must be arranged with the Administrator responsible for human resources.

- L. Term
The term of this Agreement shall be July 1, 2022, to June 30, 2027.

- M. Outside Complaints

Employees shall be entitled to representation at any and all meetings concerning a bargaining unit member's conduct or performance resulting from a complaint made by a parent or guardian of any student or from any non-employee service provider.

- N. Criticism of Employees

Any negative comments or criticism directed to an Employee by any supervisor or administrator shall be made in private and not in the presence of parents, students, fellow employees, or any other school personnel, or at any public gatherings.

FOR THE MT. LEBANON
SECRETARIAL/ AIDES EDUCATION
SUPPORT PROFESSIONALS
ASSOCIATION
PSEA-NEA

By *Nicole Flaherty*
Chair, Negotiating Committee

By *Annette Novak*
MLSEP President

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

FOR THE MT. LEBANON
SCHOOL DISTRICT

By *[Signature]*
President, Board of School Directors

By *Timothy J. Steinhilber*
Superintendent

By *[Signature]*
Director of Human Resources

By *Timothy J. Walters*
Secretary, Board of School Directors