

AGREEMENT

SCHOOL YEARS 2019 – 2025

Between

MILLVILLE AREA SCHOOL DISTRICT

And

MILLVILLE AREA EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, ESPA/PSEA/NEA

July 1, 2019 through June 30, 2025

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PREAMBLE

THIS AGREEMENT made this 8th day of April, 2019, by and between the MILLVILLE AREA SCHOOL DISTRICT, hereinafter called the "Board" or the "Employer" and the MILLVILLE AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, ESPA/PSEA/NEA, hereinafter called the "Association".

Both parties agree that this Agreement sets forth the terms and conditions to which each part agrees to be bound, and that such Agreement has been reached voluntarily without undue and unlawful coercion or force by either party.

ARTICLE I

RECOGNITION

- Section 1.01** The Board recognizes the Association as the exclusive bargaining agent for wages, hours, and other terms and conditions of employment as set forth in Article VII of Act 195 for all personnel in accordance with the Certification of the Pennsylvania Labor Relations Board, dated June 24, 1984, in Case No. PERA-R-84-161-E.
- Section 1.02** The unit appropriate for the purpose of collective bargaining as set forth in the Certification of the Pennsylvania Labor Relations Board is described as follows:
- UNIT:** In a sub-division of the Employer Unit comprised of all full-time and regular part-time non-professional employees including but not limited to the secretary to the elementary school principal, the secretary to the high school principal, the guidance secretary, teacher-aides, cafeteria workers, custodians, and head custodians; and excluding all professional employees, management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.
- Section 1.03** For purposes of benefits, full-time 12-month employees are those employees who are regularly scheduled (inclusive of unpaid lunch) to work sixteen hundred (1600) hours or more per fiscal year.
- Section 1.04** For purposes of benefits, regular employees are those employees who are regularly scheduled (inclusive of unpaid lunch, if applicable) as follows:
- a) Full-time, school year employees (5 hours or more per day) are those employees who are regularly scheduled to work eight hundred fifty (850) hours or more, but less than sixteen hundred (1600) hours per fiscal year.
 - b) Part-time school year employees (Less than 5 hours per day) are those employees who are regularly scheduled to work four hundred fifty (450) hours or more, but less than eight hundred fifty (850) hours per fiscal year.
- Section 1.05** Occasional employees are those employees who are regularly scheduled to work less than four hundred fifty (450) hours per fiscal year.

ARTICLE II

MEMBERSHIP DUES DEDUCTIONS

Section 2.01

The Board, upon receipt of a valid written annual authorization on or before Friday of the first full week of school, signed by the employee, will deduct Association dues from the salary of the employee and remit said dues to the Millville Area Educational Support Personnel Association.

Section 2.02

The Board may rely on the authorization submitted by the Association and shall not be required to make any investigation with respect to the accuracy thereof and shall be indemnified and save harmless by the Association with respect to any act which the Board may do or refrain from doing in reliance upon such authorization.

ARTICLE III

DEDUCTIONS AND DEPOSITS

Section 3.01

The Board, upon receipt of valid written authorization on or before October 15th, signed by the employee, will deduct money for the Credit Union from the pay of the employee and remit to the Credit Union. The authorization shall be for one (1) semester and may be changed one (1) time during the second semester. However, the Superintendent, at his discretion, upon written request may grant additional changes. Those presently participating in payroll deductions for the Credit Union may continue to do so. However, due to the availability of direct deposit, this option will no longer be available for additional enrollment.

Section 3.02

All employees shall be paid through direct deposit. The employees shall elect direct deposit to a financial institution supported by the Federal Reserve System.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 4.01

It is understood and agreed that the Board has the exclusive right to appoint, hire, dismiss, assign, evaluate, promote, demote, transfer and classify employees; and also, the right of the Employer to suspend, discipline or discharge any employee.

Section 4.02

Matters of managerial policy are reserved exclusively to the Board. These include, but shall not be limited to the right of the Board, at its discretion, to manage all operations including the direction of the working force; the right to plan, direct, and control the operation of all equipment and other property of the Millville Area School District; the right to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

SCHOOL DISTRICT RIGHTS (continued)

Section 4.03

The Board has, retains and shall possess and exercise all rights and functions, powers, privileges, and authority that the Board possessed prior to the signing of a contract with the Association, excepting only those that are clearly and specifically relinquished or restricted in the contract. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Board shall have the exclusive right: To determine the locations of its operations' establishment of new units and relocation of old units; scheduling of operations; to fix the number of shifts and adjust same from time to time; size and composition of the work force; to reduce the work force and work shorter hours by school, classification or job; determine schedules of work; to establish or discontinue specific jobs; to determine the hours of work and number of hours to be worked; to select management; first level supervisory and supervisory personnel; to use supervisory or other employees to perform work normally performed by the bargaining unit employees; to subcontract work; to introduce new and improved methods, equipment or facilities or to change existing methods or facilities; to establish or discontinue specific jobs; to subcontract or transfer work; to establish changes or abolish job classifications.

Section 4.04

The Board shall also have the right to make, alter and enforce from time to time, rules and regulations.

Section 4.05

The above rights and functions, powers, privileges and authority are not subject to the grievance procedure set forth herein unless in the exercise of said rights, the Board has violated a specific term or provision of one or more other articles of the Agreement.

ARTICLE V

EMPLOYEES' DUTIES AND RESPONSIBILITIES

Section 5.01

All employees will, to the best of their ability, perform and duties to which they are assigned. Each employee is responsible to an appropriate supervisor for proper performance of his work assignment.

Section 5.02

Each employee is required to arrive at his work location (post of duty) in sufficient time that he/she will be prepared to assume the responsibilities of his job at the scheduled starting time.

Section 5.03

An employee who is unable to report to work at his scheduled starting time must notify his immediate supervisor or a supervisor on duty at the time as far in advance as possible, but no later than one hour prior to the start of his shift. Such notice shall not, in itself, constitute permission for an excused leave. The absent employee shall continue to report off by notifying his recognized supervisor for each day he/she is unable to return to work. Employee shall notify his supervisor when he/she is about to return to work, and the supervisor shall then tell the employee when and where to report.

Section 5.04

Where individual relief is required, an employee will continue to work until his relief begins work, or until excused by the supervisor.

EMPLOYEES' DUTIES & RESPONSIBILITIES (continued)

Section 5.05 Each employee will, to the best of his ability, use District time, tools and equipment carefully and productively.

Section 5.06 It is expected that each employee will cooperate with fellow employees and Administration to improve quality and efficiency.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.01 Definition

A grievance is defined as a dispute between the parties regarding the meaning, interpretation, or application of any provision in this Agreement.

Section 6.02 No grievance shall be considered where the alleged grievance occurred more than five (5) working days before the presentation of the grievance.

Section 6.03 All written grievances shall:

- a) Be signed by the aggrieved;
- b) Set forth the date the grievance occurred;
- c) Designate the provision or provisions allegedly violated;
- d) State the remedy or relief sought.

Section 6.04 The aggrieved employee or employees shall first be required to discuss the grievance with his immediate supervisor within five (5) working days of the date of its occurrence. The immediate supervisor and the grievant(s) shall attempt to settle the matter at this informal level. The immediate supervisor shall have five (5) working days to respond to the grievant's concern.

Section 6.05 Written grievances shall be settled in the following manner:

STEP 1 – Immediate Supervisor

If the grievance is not resolved at the informal level (Section 6.04) the aggrieved may present it in writing to his immediate supervisor within five (5) working days after receipt of the decision at the informal level. The immediate supervisor shall reply to the grievant in writing within five (5) working days of its receipt by the immediate supervisor.

STEP 2 – Superintendent

If the grievance is not resolved in Step 1, it may be referred in writing to the Superintendent of the School District within five (5) working days after the receipt of the decision in Step 1. The Superintendent or his designee shall reply, in writing, to the grievant within five (5) working days after its receipt by the Superintendent or designee.

STEP 3 – School Board

If the grievance is not resolved in Step 2, it may be referred in writing to the Millville Area School Board within five (5) working days after the receipt of the decision in

GRIEVANCE PROCEDURE (continued)

Step 2. The School Board will consider the matter at the time of the next regular Board meeting either in open or executive session. The Board, or its designee, shall reply in writing to the grievance within five (5) working days after the Board meeting.

Section 6.06

All of the time limits contained in this Article may be extended by mutual agreement between the Employer and the Association.

Section 6.07

An employee, upon request, shall be entitled to have a representative of the Association present at each step of the grievance procedure.

Section 6.08

The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth unless the time limits have been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give his written response within the specified time limits shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

Section 6.09

Any decision at the informal level and Step 1 of the grievance procedure shall be applicable to that grievance only.

Section 6.10

Any alleged grievance, which occurs after this contract expires, or any extension thereof, may not be submitted to arbitration.

ARTICLE VII

ARBITRATION

Section 7.01

If the grievance is not resolved in Step 3, the Association may refer the grievance to the Pennsylvania Bureau of Mediation for the purpose of arbitrating the unsettled grievance. The Association shall first notify the School District in writing of its intent to proceed to arbitration within seven (7) working days of the School Board's, or its designee's reply. Then, the Association shall, within seven (7) working days after notice has been given to the School District, refer the grievance in writing to the Pennsylvania Bureau of Mediation.

Section 7.02

The arbitrator shall be selected in accordance with the rules of the Pennsylvania Bureau of Mediation and the arbitrator shall proceed under said rules.

Section 7.03

The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his decision promptly following the conclusion of the hearing in this matter.

Section 7.04

The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

Section 7.05

The arbitrator shall neither add to, subtract from, nor modify the provision of this Agreement. The arbitrator shall confine himself to the precise issue submitted for

ARBITRATION (continued)

arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 7.06

All fees and expenses of the arbitrator shall be divided equally between the parties. Each part shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available, without charge, to the arbitrator.

Section 7.07

If the arbitrator orders back-pay, then any compensation received or due the aggrieved employee during the non-working period must be deducted from the settlement; however, excluding earnings for weekend, holidays, summer, evening work and work during the school year if there has been a past practice of such earnings.

Section 7.08

In no event will the School District pay more than ten (10) days back-pay prior to the time the written grievance was filed.

Section 7.09

Unless there is written mutual agreement between the parties that more than one (1) grievance may be heard by the arbitrator, an arbitrator will be restricted to ruling on only one (1) grievance.

Section 7.10

Members of the bargaining unit attending the arbitration shall not be paid for time lost during regular working hours while attending an arbitration.

Section 7.11

The arbitrator shall be bound by the facts and the evidence submitted to him in the hearing and may not go beyond the terms of this agreement in rendering his decision.

ARTICLE VIII

HOURS OF WORK

Section 8.01

The normal work day for full-time 12-month employees shall be as follows:

- a) Custodians – eight (8) hours per day inclusive of a one-half (1/2) hour unpaid, duty-free lunch.
- b) Secretaries – eight (8) hours per day inclusive of a one-half (1/2) hour unpaid, duty-free lunch period during the school year and five (5) hours per day during the summer months. Unless otherwise specified, summer hours will begin the second Monday after the last day of school and will end two (2) weeks prior to the opening of school.

Section 8.02

The normal workday during the school year for full-time school year employees shall be five (5) or more hours per day.

Section 8.03

The regular work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight Sunday and shall normally consist of five (5) consecutive work days, Monday through Friday or Tuesday through Saturday.

HOURS OF WORK (continued)

Section 8.04

The provisions of this article shall not be construed:

- a) As a guarantee of any minimum number of hours work either per day or per week;
- b) As a limitation on the number of hours work which the Employer may require.

Section 8.05

The normal hours of work for shifts greater than four (4) hours shall normally be consecutive except for a one-half (1/2) hour unpaid duty-free lunch period as scheduled by the employees' immediate supervisor. An employee may also have two 15-minute breaks during an eight-hour workday as scheduled by the immediate supervisor and not at the beginning or end of a shift.

Section 8.06 Overtime

One and one-half (1-1/2) times the regular rate of pay for all employees shall be paid for all authorized work in excess of forty (40) hours per week.

- a) Sunday hours are to be one and one-half (1-1/2) times the regular rate of pay.
- b) Sunday building checks shall pay a minimum of two (2) hours.
- c) Employees, with the agreement of the employer, may take compensatory time in place of overtime for Sunday hours.

Section 8.07

In the event, a full-time 12-month or full-time school year employee is absent, part-time school year employees who normally work in the building and who, in the judgement of the supervisor are qualified, will be called on a rotating basis to fill the vacancy prior to calling a substitute.

Should the ACA laws change or expire that would allow the District to make changes, the parties agree to reopen the contract on the matter of the half-hour (1/2) duty free unpaid lunch.

ARTICLE IX

LEAVES OF ABSENCE

Section 9.01

All full-time 12-month and full-time school year employees, who have completed their probationary period, will be allowed time off because of death in immediate family for the purpose of making arrangements for and attending the funeral. They shall be entitled to be paid bereavement leave not in excess of four (4) days for the death of a member of the immediate family and the day of the funeral for the death of a near relative. Part-time school year employees who have completed their probationary period will be entitled to one (1) bereavement day for the death of a member of the immediate family.

- a) Immediate family shall be defined as parents, children, spouse, brother, sister, grandparents, grandchild, parent-in-law, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.
- b) Near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

LEAVES OF ABSENCE (continued)

Section 9.02 Emergency Leave

- a) An employee shall be granted up to two (2) days emergency leave per year with pay, upon the determination of such need by the District.
- b) Emergency shall be defined as a sudden, unforeseen situation requiring immediate action by an employee to avoid harm to the health or safety of the employee or the employee's immediate family (parent, spouse, child). The emergency must be an event or happening that could not have been planned, limited to the following:
 - 1. Emergency treatment or surgery for a member of the immediate family.
 - 2. Birth or adoption of a child.
 - 3. Other circumstances, as agreed to by the Superintendent; such decisions to be non-grieveable and not to set precedent.
- c) Emergency leave shall not be used as an extension of sick leave.
- d) This leave is only available to employees who have completed their probationary period.

Section 9.03 Jury Duty Leave

The School Board shall pay to any full-time 12-month and full-time school year employee who has completed his probationary period and has been called for jury duty the difference between the daily rate of employee and the amount received for jury duty, exclusive of payment for travel expense. If the employee pays over to the School District the amount received for service as a juror, no deduction will be made from the salary of the employee.

Section 9.04 Child Bearing and Child Rearing Leave

Child bearing/child rearing leave shall be granted in accordance with the existing Federal and State laws and regulations.

Section 9.05 Personal Day

- a) Each full-time school year employee will be allowed two (2) personal days per work year and each part time school year employee will be allowed one (1) personal day per work year.
- b) Request for a personal day shall be submitted in writing at least five (5) work days in advance of the leave.
- c) Requests shall be honored on a first come, first serve basis and shall be granted at the discretion of the School District taking into consideration the operational needs of the School District.
- d) The Administration may waive the aforesaid five (5) day requirement and such waiver shall not establish a precedent for any future decisions.
- e) This leave is only available to employees who have completed their probationary period.

LEAVES OF ABSENCE (continued)

Section 9.06 Unpaid Leave of Absence

Upon request to and approval by the supervisor and Superintendent, employees will be granted unpaid leave of absence not to exceed three (3) days. Upon request to the Superintendent and approval of the School Board, employees will be granted unpaid leave of absence in excess of three (3) days. Circumstances prompting approval or denial of such leaves shall not be deemed to set precedent.

ARTICLE X

HOLIDAYS

Section 10.01

The following days shall be recognized as paid holidays for full-time 12-month employees.

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	1 st Monday of Buck Season
Presidents' Day	Labor Day	Christmas Day
Good Friday	Bloom Fair Day (Friday)	

Section 10.02

The following days shall be recognized as paid holidays for full-time school year employees.

New Year's Day	Good Friday	Thanksgiving Day
Martin Luther King Day	Memorial Day	Christmas Day
Presidents' Day	Labor Day	

Section 10.03

The following days shall be recognized as paid holidays for part-time school year employees.

Martin Luther King Day	Thanksgiving Day	Christmas Day
Presidents' Day		

Section 10.04

All eligible employees will receive Holiday pay at their normal hourly rate times their regularly scheduled hours.

Section 10.05

Holiday hours are not cumulative towards over-time premium pay and are not considered as hours worked for purposes of employee classification.

Section 10.06

Holiday pay is to be paid even in the event the employee is required to work on said holiday.

Section 10.07

An "eligible" employee shall have:

- Completed his probationary period prior to the date of such holiday.
- Worked the full work day immediately preceding such holiday and the full work day immediately following such holiday unless his absence on either of such days has been charged a sick day or with the permission of the Employer.
- Performed work for the Employer during the week in which the above-named holidays fall, unless he was absent on vacation, paid sick leave, jury duty, or bereavement leave.

HOLIDAYS (continued)

Section 10.08 If a holiday falls on a Saturday or a Sunday, it shall be observed on the day the District calendar observes it. Should the District not observe the holiday by closing school, the employee will be paid holiday pay for said holiday during the week the holiday is traditionally observed. All scheduled employees must report to work on days school is in session unless excused by contractual provisions other than holidays.

Section 10.09 Employees required to work on any of the paid holidays specified above shall be compensated at one and one-half (1-1/2) times their regular rate of pay or will be entitled to compensatory time, provided school is not in session.

ARTICLE XI

VACATIONS

Section 11.01 Full-time 12-month employees shall be entitled to a paid vacation in accordance with the following schedule.

<u>Length of Continuous Employment</u>	<u>Vacation</u>
One (1) Year	Five (5) days
Two (2) Years to 24 Years	One (1) additional day to be added for each completed year of service on July 1 st up to a maximum of twenty (20) days.
Twenty-five to Thirty Years	Twenty-one (21) days.
Thirty-one years or more	Twenty-two (22) days. (See Exhibit B)

Section 11.02 To qualify for vacation an eligible employee must:

- Work sixteen hundred (1600) hours during the preceding anniversary year to be eligible for his vacation entitlement which is to be taken in the following School District's fiscal year.
- Any employee, who starts work prior to the start of the School District's fiscal year, will become eligible for vacation on his anniversary date and shall be granted a prorated number of vacation days to the end of the then current fiscal year. Vacation days will be granted on a fiscal year basis thereafter.
- Vacation entitlement occurs at such time that days become available for use. Employees terminating employment are entitled to payment for the balance of vacation days available for use at that time of termination.

Section 11.03 Vacation pay will be paid at the employee's hourly base rate times the employee's average regularly scheduled daily hours for the previous fiscal year.

Section 11.04 Length of continuous service shall be computed from the employee's first (1st) day of continuous employment for the School District.

Section 11.05 Vacation schedules shall be governed by the operational requirements of the District. A shutdown for vacation purposes may be scheduled during the summer months after July 1. The District will notify the Association thirty (30) days prior to the vacation shutdown.

VACATIONS (continued)

- Section 11.06** Vacations are not cumulative and may not be carried into the next School District's fiscal year.
- Section 11.07** Senior employees by classification shall be given preference of dates they prefer to take their vacation over junior employees provided their choice is made prior to April 1. If no choice is made prior to April 1, or, if after making such a choice, the employee subsequently desires to change the date selected, the employee, even though senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.
- Section 11.08** Normally, vacations shall be taken as scheduled. However, the District shall have the right to deny the taking of vacation upon payment of vacation pay if operational requirements so necessitate. The vacation may be rescheduled upon the request of the employee.
- Section 11.09** Vacation days may only be taken on days when the employee is scheduled to work. Employees who are not required to report for work because of a school closing due to inclement weather or other unforeseen circumstances may request to be credited a vacation day for that day.

ARTICLE XII

NO STRIKE/NO LOCKOUT

- Section 12.01** The Association recognizes that the School District must operate continuously, and the employees need to perform their work so there is no interruption of services.
- Section 12.02** The Association agrees that there shall be no strikes, slowdowns, stoppages, walkouts, sit downs, concerted refusals to work overtime, or any other interruptions of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to School District facilities during the term of this contract. (All of which are hereinafter referred to as "strike".) The Employer agrees there shall be no lockouts during the term of this agreement. The Employer shall be under no obligation to discuss or bargain with the Association concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.
- Section 12.03** In the event of any such strike the Association agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work. In trying to end the strike, the Association's efforts shall include:
- a) Instruct by personal contact and writing that all employees involved end the strike and return to work and all other employees to continue to work.
 - b) Notify the local newspapers that the strike is unauthorized by the Association and any picket lines are to be ignored.
 - c) Do not in any way aid, encourage, condone or support the employees involved in the strike.
- Section 12.04** The School District shall have the right to discipline, including discharge, any employee who causes, aids, supports, participates in such strike or does not continue to work. The School District's action shall not be subject to the grievance and arbitration procedures except to the extent of determining whether or not the employee did commit any of the above violations. If an arbitrator finds that an

NO STRIKE/NO LOCKOUT (continued)

employee committed any of the above violations, the arbitrator shall have no jurisdiction to change or modify the School District's discipline. If the arbitrator finds none of the above-violations were committed, then this section does not apply, and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of the Agreement and shall decide any grievance.

ARTICLE XIII

SEPARABILITY

Section 13.01

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

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01

The terms "*employee*" and "*employees*" as used in the Agreement shall be deemed to apply only to those persons within the herein above described bargaining units and this Agreement shall apply to and affect only such persons.

Section 14.02

This Agreement sets forth the complete agreement between the parties with respect to wages, hours and terms and conditions of employment in accordance with Act 195 and Act 88 of 1992.

Section 14.03

No amendment, modification or addition to this Agreement mutually agreed to by the parties shall become effective unless it is reduced to writing and duly executed by the parties.

Section 14.04

All rights or benefits which the employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause in the Agreement.

Section 14.05

All references to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

Section 14.06

The Board agrees to permit the use of a school building for meetings of the bargaining unit on regular school days following the close of school or at any other reasonable time that a custodian is in the building. If a custodian must be assigned, the bargaining unit agrees to pay the cost of the custodian. Written requests for the use of the school building should be made to the Principal at least forty-eight (48) hours prior to the requested use of time. Such meetings must be approved and scheduled by the Principal.

Section 14.07

The District shall provide space on bulletin boards to the Association for the announcement of meetings, election of officers of the Association, and other material relating to the Association business. The Association shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

GENERAL PROVISIONS (continued)

- Section 14.08** Any information pertaining to an employee's job performance to be placed in an employee's file shall be acknowledged by the employee's signature that he has reviewed the material and he may include in the file a written statement in rebuttal.
- Section 14.09** The Association shall have reasonable use of inter-school mail facilities and school mail boxes.

ARTICLE XV

SCOPE OF AGREEMENT

- Section 15.01** This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the School District and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all those terms and conditions. The parties acknowledged that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or not covered in this Agreement.

Section 15.02 Limited Agreement to Re-Open Negotiations

- a) It is mutually agreed that at any time during the life of this contract, the parties may engage in negotiations by mutual consent of both parties for the express purpose of instituting an increase in the lifetime benefit ceiling of the health insurance package including any effect on insurance copays. The success or failure of these negotiations, if instituted, shall in no way impinge upon the integrity of the remainder of the contract.

ARTICLE XVI

SENIORITY

- Section 16.01** Employees shall have two (2) types of seniority: District seniority and Job seniority.
- a) District Seniority is defined as the length of continuous service with the Millville School District from the date he reported to work.
- b) Job Seniority is defined as the length of service in a job classification measured from the date the employee is regularly assigned to the job classification.
- Section 16.02** Employees shall lose seniority and employment shall cease for the following reasons:
- a) Quits or resigns.
- b) Is discharged by the District.
- c) Is absent for three (3) working days without notifying District.
- d) Works at another job while on leave of absence.
- e) Fails to return to work within five (5) days after recall from layoff.

ARTICLE XVIII

SICK LEAVE

- Section 18.01** Each full-time 12-month employee, upon completion of the probationary period, shall be credited with days of sick leave at the rate of one (1) day per month worked up to a maximum of twelve (12) days per year.
- Section 18.02** Each full-time school year employee, upon completion of the probationary period, shall be credited with days of sick leave at the rate of three-fourths (3/4) day per month worked up to a maximum of six (6) days per year.
- Section 18.03** An eligible employee may have unlimited accumulation of sick leave days.
- Section 18.04** Sick leave is defined as leave granted for actual illness or injury, which prevents an employee from reporting to work.
- Section 18.05** An employee shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:
- Be given one (1) hour prior to his individual starting time.
 - Be given by telephone or message directly to the employee's supervisor, building office or District Office.
 - State the employee is sick or injured along with an estimate of how long the employee may be incapacitated.
- Section 18.06** A doctor's certificate may be required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where, in the opinion of the Employer, the employee was abusing his sick leave privileges.
- Section 18.07** An employee who is eligible for Workers' compensation benefits shall not be eligible for sick leave pay.
- Section 18.08** If an employee claims sick leave pay to which he is not entitled under this article, he will be disciplined as follows:
- First offense – written warning
 - Second offense – three (3) days suspension without pay
 - Third offense – discharge
- Section 18.09** Sick leave may only be used to prevent loss of pay when absent for the illness or injury of the employee or the employee's dependent child, or up to three days per year for the illness or injury of the employee's spouse.
- Section 18.10** Employees will be given a written notification of their accumulated sick leave as of July 1 on or before September 1 of each year.

ARTICLE XIX

PAID COMPENSATION

- Section 19.01** **Starting Salary**
- The parties agree that the starting salary of employees will be determined by negotiations between the employee and the Employer.
 - The minimum hiring rate for all employees shall be \$10.25 for the full six (6) year term of the contract.

SENIORITY (continued)

- f) Fails to return as scheduled from approved leave of absence.
- g) Is laid off for a period of twenty-four (24) months.
- h) Retires

Section 16.03 Seniority lists shall be prepared for each Seniority Group and revised where necessary every year. In case of seniority disputes, District records shall govern.

Section 16.04 In the event that more than one bargaining unit employee commences work on the same date, their seniority shall be determined by the drawing of lots by the Association.

Section 16.05 When a job vacancy occurs within the bargaining unit, and the District wishes to have it filled on a permanent basis, the District agrees to post such vacancy on the bulletin board for a period of seven (7) work days prior to the filling of such job vacancy unless an emergency requires a lesser period of time. In filling the vacancy, the following shall be considered:

- a) Skill, ability, qualifications and training to perform the work.
- b) Seniority in the classification.

Section 16.06 In the event of a layoff, an employee may bump a less senior employee in the same or lower classification provided the laid off employee has:

- a) Been previously classified in the lower classification.
- b) Has the present skill and ability to do the work without training; and
- c) Has satisfactorily performed the work.

Section 16.07 Recalls from layoff shall be made in the inverse order of such layoff. Recalls will be made to fill a vacancy within a classification from which the employee has been laid off. In the event an employee refuses an offer of position under this Section, he shall be dropped from the list. Seniority for the purpose of this Section shall be deemed to be of length of continuous service within the classification.

Section 16.08 The District may fill vacancies in any manner it deems appropriate.

ARTICLE XVII

PROBATIONARY PERIOD

Section 17.01 All new employees shall be considered probationary employees for a period of ninety (90) calendar days or forty-five (45) work days, whichever is greater and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees and seniority shall commence from the first day worked.

Section 17.02 The terms and provisions of this Agreement are not applicable to probationary employees, and it is understood that the Employer is the sole judge of requirements and qualifications of all applicants for work and shall be the sole judge of the qualifications of such probationary employees for retention by the Employer.

PAID COMPENSATION (continued)

Section 19.02

Wages

- a) All employees, shall be granted wage increases as follows:
1. Effective 7/1/2019 through 6/30/2022 - \$0.50 per hour
 2. Effective 7/1/2022 through 6/30/2024 - \$0.55 per hour
 3. Effective 7/1/2024 through 6/30/2025 - \$0.60 per hour

Should the minimum wage be increased by law above the starting rates specified above during the term of the contract, and if increased higher than the current hourly rates employees are being paid, the parties will agree to reopen the contract on the matter of starting rates and wage increases.

Section 19.03

Employees will be paid in twenty-six (26) or twenty-seven (27) bi-weekly payments each year. Paydays shall be on Friday or the last scheduled workday of the School District immediately prior to the holiday.

Section 19.04

Shift Premium

All employees regularly assigned to the second shift shall receive a shift premium of fifteen (\$0.15) cents per hour. All employees regularly assigned to the third shift shall receive a shift premium of twenty-five (\$0.25) cents per hour. An employee regularly assigned to one shift and working on another shift on an overtime basis shall not be entitled to the shift premium.

Section 19.05

Hourly Rate

All employees shall be paid on an hourly basis at an hourly rate.

Section 19.06

Employees who are assigned additional responsibilities or responsibilities requiring additional skills (ex: including but not limited to completing safety care training and/or assisting students with toileting)" **and** are assigned to a classroom/student requiring the use of said training or meet specific requirements of state or federal legislation, including, but not limited to those obtaining highly qualified status under NCLB may be paid an additional stipend.

The Employer reserves the right to reduce the pay for these employees if the additional responsibilities are removed or are no longer deemed to be highly qualified. However, the employees' rate of pay shall not be reduced below the rate being earned prior to any premium adjustment, and it is furthermore understood and agreed that any such amendment of rates is discretionary and not subject to the grievance procedure.

Section 19.07

The Employer recognizes the requirement for certain Paraprofessionals (teaching aides) to maintain a "highly qualified" professional status/certification (currently 20 hours of continuing education per year). The District agrees to compensate such Paraprofessionals at their base rate of compensation (exclusive of additional rates of pay per Section 19.06) when attending required training provided by the District and required by regulation to maintain the "highly qualified" status.

When required training is not offered or provided by the District, the District agrees to compensate Paraprofessionals for reasonable substantiated time spent acquiring required training providing the training program is pre-approved by the District and the employee attains the necessary education credit.

The District will not compensate Paraprofessionals for additional time for status/certification required as a result of a) unsuccessful initial attempts or b) where the District offers or provides training and the employee fails to participate.

ARTICLE XX

MILEAGE

- Section 20.01** Each employee, covered by this Agreement, who is required by the Employer to use his personal vehicle for School District business shall be reimbursed at the IRS mileage rate. Reimbursement shall be on that basis for the fiscal year from July 1 to the following June 30.
- Section 20.02** Prior approval of all trips and method of travel must be obtained from the Supervisor.
- Section 20.03** Expense sheets must be filled out immediately upon return and approved by the employee's Supervisor.
- Section 20.04** An employee who is required by the Employer to use his personal truck for the purpose of hauling materials for School District business shall receive a ten dollar (\$10.00) per diem rate plus mileage.

ARTICLE XXI

INSURANCE BENEFITS

- Section 21.01** **Hospitalization/Medical Insurance**
- The Board agrees to pay a share of the premium (tiered rates) for hospitalization/medical insurance for each full-time 12-month employee and the employee's eligible dependents equivalent to the present benefits provided through the Central Susquehanna Region School Employees' Health and Welfare Trust (CS Trust).
- For full-time 12-month employees enrolled in a CS Trust health care plan as of July 1, 2013; The Board agrees to pay 90% of the premium for the composite rate of either the HMO (Currently Geisinger Health Options) or PPO (Currently Capital Blue Cross) CS Trust plans at the \$500 deductible level for the selected tiered rate of the selected plan.
- For full-time 12-month employees hired after July 1, 2013 or enrolling in health insurance through the CS Trust after that date, the District will pay 90% of the premium for the Trust plan (HMO or PPO) with the lowest premium for the selected tier, with the employee responsible for the balance of the premium for other plan selections.
- For full-time school year employees (Section 1.04) who were enrolled in a Trust plan as of July 1, 2013 the School District agrees to pay fifty (50%) percent of the premium for either the HMO or PPO Trust plan at the \$500 deductible level (tiered rate).
- All other present or new employees scheduled to work thirty (30) or more hours per week will be eligible for a Trust-qualified plan for individual or individual with eligible dependent insurance coverage at his/her own expense. Employees may select either the HMO or PPO \$500 deductible plan available through CS Trust. Effective January 1, 2015 the employee may select the Trust-sponsored ACA-like qualified

plan, if available via the CS Trust. At its discretion, the District may offer optional health care plan choices to employees.

INSURANCE BENEFITS (continued)

The District shall provide members with access to a Section 125 Flexible Spending Account and a Dependent Care Account for the purposes of health care expenses and dependent care expenses. These programs are considered voluntary for the employee and, therefore, at the employee's option. Employee contributions will be subject to the IRS annual limitations. Any unused monies can be rolled over into the subsequent year subject to the IRS annual limitations.

Should the new MEA contract allow the continuation of the \$0 deductible plan and/or no spousal rule, the parties agree to reopen the contract on the matter of insurance benefits.

Section 21.02 **Dental Co-Insurance**

The District agrees to pay the premium for all full-time 12-month employees and the employees' eligible dependents for a Dental Co-Insurance Program similar to the CS Trust Dental Care Plan. The School District agrees to pay fifty (50%) percent of the premium for each full-time school year employee (Section 1.04) who agrees to pay the remaining fifty (50%) percent of the premium for the full term of the contract.

Section 21.03 **Vision Plan**

The District agrees to pay the premium for all full-time 12-month employees and the employees' eligible dependents for a Vision Insurance Program similar to the CS Trust Vision Care. The School District agrees to pay fifty (50%) percent of the premium for each full-time school year employee (Section 1.04) who agrees to pay the remaining fifty (50%) percent of the premium for the full term of the contract.

Section 21.04 **Life Insurance**

The District agrees to pay the premium for all full-time 12-month employees for a Group Term Life Insurance Policy, including accidental death and dismemberment benefits, based on the employee's annual salary to the next highest \$1,000 if not an even multiple thereof with a minimum coverage of \$10,000. Employees may purchase additional coverage at their own expense.

Section 21.05 All eligible employees must select coverage within the first twenty (20) days of employment and the coverage shall commence in accordance with the terms of the insurance policies.

Section 21.06 The hospitalization/medical, dental, and vision insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the Employer ends.

Section 21.07 The insurance plans are in the form of a contract between the Employer and the insurer's carrier. No disputes over the insurance plans for any benefits shall be subject to the grievance procedure.

Section 21.08 The Employer is not responsible for the determination of liability to any employee under the insurance plan. The Employer's liability is limited to payment of premiums.

Section 21.09

The Employer shall have the unilateral right to change insurance carriers, provided that coverage shall not be less than that which was in effect on June 30, 1992, unless mutually agreed to.

INSURANCE BENEFITS (continued)**Section 21.10**

Eligible employees, while on authorized leave, may continue the insurance benefits at their own expense by remitting the full costs of the premium thirty (30) days in advance to the business office on a monthly basis.

Section 21.11

Where a full-time 12-month employee is legally and contractually entitled to hospitalization coverage, premiums in part or in whole to be paid by the Employer, such employee will have the option of waiving such coverage. In return for such waiver, the Employer will compensate the employee fifteen hundred dollars (\$1,500) per annual waiver (or prorated share if entitled to a partial year coverage) payable prior to the end of the applicable contract year. Waiver shall be made annually and remain in effect for one (1) year. If a waiver is signed based on anticipated spousal coverage by a separate employer, and if such coverage is discontinued for reasons not within the control of the employee or employee's spouse, re-enrollment will be allowed to occur subject to return of the full waiver compensation, and subject to enrollment windows or requirements of the carrier.

If there are members of the bargaining unit who are married to other members of the bargaining unit, neither shall be required to contribute toward the cost of health insurance. However, neither spouse is eligible for the waiver compensation.

Section 21.12**Cadillac Plan**

If at any time, the Cadillac Plan excise tax/penalty/fee criteria for any District plan exceeds the threshold amount as stated in the federal Patient Protection and Affordable Care Act (or as stated in any applicable federal or state legislation enacted hereafter), the parties agree that said plan will be modified, if possible, to reduce the applicable criteria below the threshold amount to avoid any tax/penalty/fee. In the alternative, a different CS Trust plan option, as allowed by the District, shall be selected, the terms of which do not exceed thresholds which will precipitate such a tax/penalty/fee.

If such a plan is not modified or an alternative plan is not selected, and such tax/fee/penalty is imposed on the District, either directly or indirectly, employees who are enrolled in that plan shall pay the entire amount of the tax/penalty/fee in addition to the employee contribution or premium cost share as stated in the contract. The tax/penalty/fee obligation may be specifically or proportionally attributable to an employee's enrolled status.

Section 21.13**Spousal Rule Eligibility Requirement**

A spousal rule eligibility requirement is in effect for employees enrolled or enrolling in a medical (including prescription drug coverage, and/or dental, and/or vision insurance benefit plan (PLAN) of the District as follows:

- a) If the spouse of an employee is employed and is eligible for PLAN benefits or if self-employed and offers healthcare to employees, the spouse of the employee must be enrolled for at least individual coverage under his/her employer (or self-employed) plan(s), not the District PLAN, for primary coverage regardless of whether a premium or other cost is charged to the spouse. The spouse may

enroll or remain on the District PLAN subject to coordination of benefits for spouses and dependents as otherwise defined in the PLAN documents.

- b) An employee must provide evidence in a form reasonably satisfactory to the District to determine spousal coverage. This may, within the discretion of the District, be determined through an affidavit prescribed by the District. The District reserves the right to further exercise reasonable independent verification means at any time to determine whether an employee's spouse has available PLAN coverage at the spouse's place of employment.
- c) An employee shall have an affirmative obligation to notify the District Business Office when his/her spouse becomes eligible for employer provided benefits, whether or not a premium or other cost is charged to the spouse.
- d) Failure of the spouse to enroll for at least individual coverage under his/her employer's or self-employed plan(s) will result in the spouse's loss of both primary coverage and secondary coverage under the District PLAN. If loss of coverage is in conflict with statutory law, minimum coverage as required under the law will be provided through the District PLAN at the expense of the employee up to the extent permitted under the law. District shall also be entitled to recover from employee the excess cost for premiums or care incurred by the District from the time eligibility occurred at the spouse's place of employment.
- e) Time of implementation of the spousal rule: new employees and enrollees – effective immediately. Existing enrollees – effective January 1, 2014.

ARTICLE XXII

RETIREMENT COMPENSATION

Section 22.01A

Full-time 12-month employees who have worked for the School District a minimum of ten (10) consecutive years, who permanently retire, shall upon the actual start of receiving benefits from the PSERS receive a benefit for their personally accumulated sick days of \$30 per day to a maximum of 150 days. All other eligible employees meeting the years of service and retirement provisions stated above shall receive \$20 per day to a maximum of 150 days.

Section 22.01B

For full-time 12-month employees who retire, the School District agrees to pay post-retirement health, dental, and vision insurance coverage under the PLANs then available to active employees subject to the following provisions and limits:

- 1) The retiree has ten (10) or more consecutive years of service with the School District.
- 2) Coverage terminates upon the retiree's qualifications for Medicare.
- 3) a. The retiree has reached age 62 as of the effective date of retirement

or

- b. The retiree has reached age 59 1/2, has retired for reasons of disability and obtains confirmation of such disability from a physician approved by the School District.
- 4) The District share of the premiums will be limited to the premiums being paid by the District at the time of retirement.

Section 22.02

Retirement Incentive

The District agrees to pay to each employee, covered by this Agreement, who retires after the required years of full-time (1600 hour) service over the course of their employment the following:

- \$4,500.00 – for twenty (20) years of full-time employment within the Millville Area School District.
- \$3,000.00 – for fifteen (15) years of full-time employment within the Millville Area School District.

RETIREMENT COMPENSATION (continued)

The retirement benefit shall be paid in a lump sum on the pay period date following the last day prior to his/her retirement.

Section 22.03

Retirement Incentive Eligibility

In order to be eligible for such retirement benefits, the employee must meet all of the following requirements:

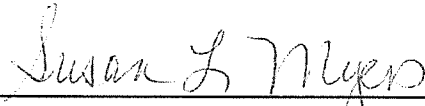
1. Submit his/her retirement notification to the District at least ninety (90) days prior to the effective date of retirement.
2. Such retirement shall not only be a retirement from the Millville Area School District, but from working in the public schools in the Commonwealth of Pennsylvania.
3. Is not subject to Permanent Disability Retirement.
4. Employees must meet the requirements of superannuating as established by the PSERS.

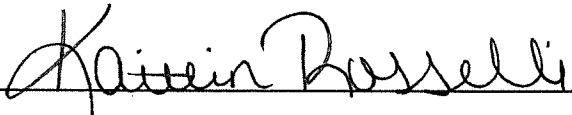
ARTICLE XXIII

TERM OF AGREEMENT


THIS AGREEMENT shall become effective on the 1st day of July 2019 and shall remain in full force and effect for a period of six (6) years up to and including the 30th day of June 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representative, and intending to be legally bound hereby have hereunto set their hands and seals this 19th day of April, 2019.

MILLVILLE AREA SCHOOL DISTRICT

By: 
Susan L. Myers, Board President

By: 
Kaitlin Rosselli, Board Secretary

MILLVILLE AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By: 
Wayne Monroe, MAESPA President


By: 
Daniel Allbeck, MAESPA Vice President

EXHIBIT A

MILLVILLE AREA SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Name of Grievant _____ Grievance No. _____

Building _____

Date Grievance Arose _____

Statement of Grievance _____

Provision(s) Violated _____

Relief Sought _____

Date: _____

Signature: _____

GRIEVANCE REPORT FORM

STEP I

Date Submitted to Immediate Supervisor _____

Disposition of Immediate Supervisor _____

Date _____ Signature _____

Position of Grievant/Association: _____ ACCEPTED NOT ACCEPTED

Date _____ Signature _____

STEP II

Date Submitted to Superintendent _____

Disposition by Superintendent _____

Date _____ Signature _____

Position of Grievant/Association: _____ ACCEPTED NOT ACCEPTED

Date _____ Signature _____

GRIEVANCE REPORT FORM

STEP III

Date Submitted to Board _____

Date of Next Official Board Meeting _____

Disposition by Board _____

Date _____ Signature _____

Position of Grievant/Association:	ACCEPTED	NOT ACCEPTED
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Date _____ Signature _____

STEP IV

Date Submitted to Arbitration _____

Disposition by Arbitrator _____

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EXHIBIT B

VACATION ENTITLEMENTS

<u>YEARS</u>	<u>VACATION DAYS</u>
1	5
2	6
3	7
4	8
5	9
6	10
7	11
8	12
9	13
10	14
11	15
12	16
13	17
14	18
15	19
16-24	20
25-30	21
31+	22