

A CONTRACT AGREEMENT
Between
CHARTIERS VALLEY SCHOOL DISTRICT
and
CHARTIERS VALLEY
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

JULY 1, 2021 – JUNE 30, 2026

IT IS THE POLICY OF THE CHARTIERS VALLEY SCHOOL DISTRICT NOT TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, GENDER, RELIGION, MARITAL OR PARENTAL STATUS, NATIONAL ORIGIN, AGE, OR HANDICAP IN ITS EDUCATIONAL AND VOCATIONAL PROGRAMS, ACTIVITIES, SERVICES, FACILITIES, OR EMPLOYMENT POLICIES AS REQUIRED BY TITLE IX OF THE 1972 EDUCATIONAL AMENDMENTS, TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED, SECTION 504 REGULATIONS OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 204 REGULATIONS OF THE 1984 CARL D. PERKINS ACT OR ANY APPLICABLE FEDERAL STATUTE.

FOR INFORMATION REGARDING PROGRAMS, SERVICES, ACTIVITIES AND FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY HANDICAPED PERSONS, OR FOR INQUIRIES REGARDING CIVIL RIGHTS COMPLIANCE CONTACT:

THE HUMAN RESOURCE DEPARTMENT
CHARTIERS VALLEY SCHOOL DISTRICT
2030 SWALLOW HILL ROAD
PITTSBURGH, PA 15220-1699
(412) 429-2219

ADOPTED: MAY 17, 1996
AMENDED: OCTOBER 21, 1985
AMENDED: MARCH 17, 1986
AMENDED: AUGUST 18, 1986
AMENDED: FEBRUARY 17, 1992
AMENDED: MAY 18, 1992
AMENDED: JUNE, 2004

CHARTIERS VALLEY SCHOOL DISTRICT

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ARTICLE I
PREAMBLE

This Agreement, entered into this__ day of_____, 2021, effective July 1, 2021 by and between the Board of School Directors of the Chartiers Valley School District, hereinafter called the "Board" or "School District," and the Chartiers Valley Educational Support Personnel Association, ESPA/PSEA/NEA Unit 2, hereinafter called the "Association."

WITNESSETH:

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

ARTICLE II
RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification Order under Act 195 at Case No. PERA U-90-419-W.

ARTICLE III
NO STRIKE - NO LOCKOUT

- A. It is understood and agreed that there shall be no strike as that term is defined under the Public Employee Relations Act Number 195 and Act Number 88 during the life of this Agreement.
- B. The District will not engage in any lockout during the life of this Agreement.

ARTICLE IV
NO DISCRIMINATION

- A. Both the District and the Association agree not to discriminate against any employee on the basis of race, creed, color, national origin, age, sex, handicaps/disability, political affiliation, sexual orientation, religion, ancestry, marital status, genetic information, pregnancy or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act Number 195 or in violation of the Chartiers Valley School District policy noted in the beginning of this Agreement.
- B. Unless otherwise provided herein the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa is applicable.

ARTICLE V MANAGEMENT RIGHTS

It is understood and agreed that the District, in its sole discretion possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force; the elimination of positions; the creation of positions; and the right to plan, direct, and control the operation of all equipment and other property of the District, except as modified by this Agreement.

ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Facilities

The Association may make written application for the use of school facilities to conduct Association meetings. Said application shall be made three days in advance of a proposed meeting. Upon the building principal's written approval of a properly filed application for 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. Use of the building shall not be permitted during work hours.

B. Release Time

Whenever the District in its discretion schedules a meeting with an employee(s) or an Association representative during regular working hours to discuss matters of mutual concern, such employee(s) or representative shall suffer no loss of pay.

C. Use of School Office Equipment

The Association may, with the permission of the respective building principals, have use of the school office equipment at reasonable times when such equipment is not otherwise in use. The Association shall provide all materials, supplies, and personnel incidental to such use. Copies of materials will be sent to the office of the Superintendent.

D. Bulletin Boards

The Association shall have the right to reasonable use of bulletin boards in all buildings except bulletin boards within classrooms. Copies of all materials posted shall be given to the building principals. All posted materials shall be kept current.

E. Mail Delivery

The Association shall be permitted to use the inter-school mail service for the distribution of printed materials of the Association provided it does not interfere with regular school mail. No printed material of the Association shall be distributed unless it has been approved by signature of the Association president.

F. Association Leave

The Association shall be granted four (4) Association leave days each year to be used for CVESP/PSEA/NEA workshops, conferences and conventions.

ARTICLE VII
EMPLOYEE RIGHTS

A. Just Cause

No employee shall be reprimanded, disciplined, suspended, discharged, or reduced in rank or compensation, without just cause.

B. Limitation of Responsibilities

No employee shall be required to assume the responsibilities of a professional employee. This shall include being required to perform any type of health service or to assume any responsibilities of a nurse, except those clerical duties of dispensing Band-Aids and notifying parents in the event of illness or injury of a student when a nurse is not on duty in the building.

C. Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge by signature that he has reviewed the material, and may include in the file a rebuttal to said material.

D. Required Meetings or Hearings

When an employee is required to appear before the Superintendent, the school board, or a committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his salary or benefits, except where health, safety, or other considerations require immediate action, said employee shall be given prior written notice of the reasons for such meeting, and shall be entitled to have representatives of the Association present to advise and represent him during such meetings or interviews.

E. Safe Working Conditions

Should an alleged unsafe condition occur, the president of the Association and the Superintendent of schools, or his designee, shall confer and attempt to mutually resolve the situation. District judgment shall prevail.

ARTICLE VIII
JOB AND ASSOCIATION SECURITY

Reductions

The elimination of bargaining unit positions shall be accomplished consistent with Article V, Article VII A, and Article X. C. 1 and 2 of this Agreement.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

2. Workday

A "workday," for the purpose of this Article only, is defined to mean the calendar days of Monday through and including Friday, except where any of these days is observed by the grievant as a holiday.

B. Purpose

The purpose of this procedure is to obtain at the earliest possible step equitable solutions to the problems which may, from time to time, arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level.

C. Procedure

Step 1 - Informal Conference

An employee(s) with a grievance shall request a meeting with the immediate supervisor(s) within five (5) workdays after its alleged occurrence.

The immediate supervisor(s) shall within five (5) workdays thereafter convene, at mutual convenience, a meeting for discussion and resolution. The grievant shall present a written grievance at that meeting using the grievance form attached to this Agreement, which form shall be completed by an Association representative. Prior to presenting the written grievance, the Association shall obtain from the secretary of the Assistant Superintendent for School Leadership a grievance number and shall mark the grievance number on the grievance form to be presented at the meeting. Participants shall be the grievant(s), the Association president, and the immediate supervisor(s).

If the grievance has not been satisfactorily resolved through the informal meeting, the immediate supervisor(s) shall provide a written response within five (5) workdays of the meeting. If the response is unsatisfactory, the Association shall submit the grievance within five (5) workdays to Step 2 of this procedure. If the Association does not proceed with the grievance with the time limits described within Step 2, and no time extension has been mutually agreed upon, the grievance shall be considered withdrawn and resolved.

Step 2 -Administrator Level

If the grievance is not resolved at Step 1, the written grievance shall be submitted within five (5) workdays to the administrator responsible for the department in which the grievant is employed (Director of Finance and Operations or the Director of Student Services); for group grievances in which grievant(s) are from multiple areas, the Superintendent of schools will designate the appropriate person to meet with the parties. Within five (5) days of receiving the appeal, a meeting will be held with the grievant in an attempt to resolve; within five (5) days of this meeting, the administrator will provide a written decision.

Step 3 - Superintendent of Schools

If the grievance is not resolved at Step 2, or in the case of a grievance affecting a group or class of employees, the written grievance shall be submitted to the Superintendent on the form provided by the District. This appeal must be filed with the Superintendent within five (5) workdays after a decision from Step 2 is due, or within five (5) workdays of its alleged occurrence for a group grievance. Within five (5) workdays after receiving the appeal, the Superintendent or his designee will meet with the parties in an attempt to resolve the grievance. The Superintendent or his designee, within five (5) workdays of his meeting with the parties, shall give his written decision. If the Association does not proceed with the grievance to Step 4 within the time limits described in that step, and no time extension is mutually agreed upon, the grievance shall be considered withdrawn and resolved.

Step 4 –Arbitration

- a. If the grievance is not resolved at Step 3, the Association may appeal to arbitration within ten (10) workdays after the Superintendent's decision is due to the Association. A request for arbitration may be initiated by the Association serving upon the District a notice in writing of intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one remains. The district shall strike the first name. The person remaining shall be the arbitrator.
- b. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the application and interpretation of the Agreement. The decision or award of the arbitrator shall be final and binding.
- c. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

D. Copies of Grievance Records

Each side to a grievance shall be entitled to three copies of all documents used in the proceedings, and of endorsements of dates, times, and recipients' signatures required above. Said documents shall be made available prior to arbitration. All documents, communications and records dealing with the grievance process shall be filed in a separate grievance file, and shall not be filed in the personnel file of any participant.

E. Time of the Essence

Time periods as specified shall be of the essence in each instance, unless extended in writing by agreement, and failure to comply with same shall be deemed conclusively to constitute acceptance of the circumstances as they exist, with prejudice, i.e., without right by the same grievant to review or renew the same issue on the same circumstances.

F. Meetings and Hearings

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

G. Miscellaneous

1. The Association shall have the right to attend every grievance hearing on all matters covered in this Agreement.
2. A grievance may be withdrawn by the Association or by the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to any future grievance.
3. The settlement of any grievance shall state whether or not any precedent is set; i.e., it may or may not regulate future relationship between the Association and the District.
4. The District may notify an aggrieved employee of its decision by certified mail sent to the employee's last known address, and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.
5. Any individual employee or a group of employees shall have the right at any time to present grievances to the District, and to have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and provided further, that the Association has been given an opportunity to be present at such adjustment.

ARTICLE X

SENIORITY AND WORK FORCE CHANGES AND REASSIGNMENT

A. Definitions

1. Seniority means an employee's length of continuous service to the District in a bargaining unit (CVESPA Unit #2) position or positions from his or her initial date of hire (or rehire after a break in service). Employees shall accrue seniority in both the District and the Category / Classification based on each position's regularly scheduled days of work in the year. Employees who are on an approved leave of absence equal in length to the employees regularly scheduled school year will not accrue seniority for the year of absence.
2. District Seniority means length of continuous service in the bargaining unit from the date of hire or rehire.
3. Category / Classification Seniority means length of accumulated service within a category or classification.

4. Multi-class means a position that is comprised of two or more classifications.
5. Floater means a position for which the hours and/or the location(s) of the work assignment may vary from day-to-day.

B. General

1. Break in Service means the cancellation of accrued seniority and all associated rights. Break in service shall occur upon:
 - a. Normal retirement
 - b. Resignation from bargaining unit position
 - c. Separation for just cause
 - d. Failure to report for work within five (5) days when recalled from layoff status. Such failure shall constitute cause for dismissal. Notice of recall shall be given by certified mail, return receipt requested, to the last official address provided by the employee to the District.
 - e. Abandonment of position as evidenced by unexcused absence of more than five (5) consecutive workdays; such abandonment shall be equivalent to just cause for dismissal; however, absence due to legitimate circumstances beyond the employee's control shall not be considered unexcused provided the employee reports the circumstances to his or her immediate supervisor as soon as possible.
2. Notice of dismissal pursuant to 1(d) and 1(e) above shall be given by certified mail, return receipt requested, to the last official address provided by the employee to the District. Such notice shall simultaneously be provided to the President of the Association. The employee must initiate any challenge to such action by submitting a written grievance to the Superintendent within seven (7) calendar days of receipt of such notice.
3. District and classification seniority shall continue to accrue for a period of twenty-four months after layoff, at which time accrued seniority shall be frozen but not lost.
4. Employees rehired after any break in service shall begin as new employees without any credit for prior service.
5. Seniority Lists showing District and classification seniority shall be published by the District by October 15 and April 15 of each year. Copies of the seniority lists shall be provided by the maker of the seniority list to the building secretary at each building and those copies shall be made available for employees at the main offices. Employees shall have thirty (30) calendar days thereafter to file written grievances at the Superintendent level of the grievance procedure.

6. New Employees shall be on a probationary basis for the first sixty (60) calendar days of employment and shall enjoy no benefits or protection of this Agreement, other than wages, until completion of probation. The District shall have the right to retain or dismiss such employees during probation in its discretion. In the event an employee is retained, seniority shall revert back to the date of hire.
7. Names of new employees shall be provided to the Association within the first sixty (60) calendar days of employment.

C. Work Force Changes

1. Categories:

The following Categories and Classifications are established for the purpose of lay-off and bidding, in order indicated:

Category:

Classification:

Category A:

Accounting Specialist
Office Specialist

Category B:

Building Principal Secretary
Lead Secretary
Support Secretary

Category C:

Instructional Paraprofessional

Category D:

Cafeterias
HS/MS Manager
PS/IS Manager
Cook
Lead General Worker
General Cafeteria Worker

Category E:

Playground Monitors
Cafeteria Monitors
Office Assistants

Category F:

Technology Technicians

2. Layoff caused by elimination of position shall be accomplished as follows:
Affected employees shall have the right first to bump employees with less

classification seniority or, second, to bump any employee with less District seniority occupying a position in a lower category or classification in which the employee holds seniority. In no event shall an employee be permitted to bump up. Any affected employee may elect layoff. No new employee shall be hired until all employees on layoff have been recalled to the same or a lower classification or promoted in accordance with B. 3 above and 3 b and c below.

3. Vacancies occurring for any reason shall be posted in all school buildings for five (5) workdays when the District decides to fill the vacancy. Copies of all postings shall be sent to the Association President and Grievance Chairperson, and placed in specified areas in all work locations in each building within the District. The District shall also provide the names of all internal bidders to the Association President and/or her designee. The posting shall include all qualifications necessary in the opinion of the District, minimum hourly wage as defined by the agreement, location, assignment, hours of work, and scheduled number of hours worked for the position. Employees interested in the position shall make written application during the five-day period. The District may fill the position on a substitute basis for no more than 32 calendar days. If the position is posted during the 32 day period, the District may use a substitute for an additional fifteen (15) calendar days in order to facilitate the awarding of the position. The following procedure shall apply:

- a. Employees bidding on a vacancy within classification shall be transferred, in order of classification seniority, to the vacancy. Additional resultant transfers shall be accomplished at a single meeting of affected employees in that classification. Lateral transfers shall be made without testing or measurement.
- b. Any vacancy not filled by lateral transfer within classification shall be awarded to the "qualified applicant," from the same Category as the vacancy, with the greatest District seniority. The individual shall have a thirty (30) workday trial period to demonstrate satisfactory performance in the new position in the opinion of the immediate supervisor. The District shall only be required to have one thirty (30) workday trial period per vacancy. During the trial period, the District may backfill with a substitute. The successful bidder shall be placed as the least senior employee within the new classification, but former classification seniority shall be frozen.

An employee who is not successful by the conclusion of the trial period may return to his/her original position. Any employee may voluntarily return to his/her original position at any time during the trial period with a one-day notice. In such event, the District shall award the position to the next most senior qualified applicant in the original bid.

Employees opting to return to prior positions shall not be entitled to bid on subsequent vacancies for a period of six months.

- c. Any vacancy not filled from within the category, shall be awarded to the "qualified applicant" with the greatest district seniority from any other classification or category. Such applicant shall have a thirty (30) workday trial period to demonstrate satisfactory performance in the opinion of the immediate supervisor. The District shall only be required to have one thirty (30) workday trial period per vacancy. During the trial period, the District may backfill with a substitute. The successful bidder shall be placed as the least senior employee within the new classification, but other classification seniority shall be frozen. An employee who is not successful by the conclusion of the trial period may return to his/her original position. Any employee may voluntarily return to his/her original position during the thirty (30) day trial period with a one (1) day notice. In such event, the District shall award the position to the next most senior qualified applicant in the original bid. Employees opting to return to prior positions shall not be entitled to bid on subsequent vacancies for a period of six months.
- d. Employees awarded any vacant position shall generally be placed in the newly awarded position within thirty (30) calendar days of the award. The District may, at its discretion, delay the placement of the successful bidder in the newly awarded position beyond the thirty (30) calendar day period. However, the new wage rates, when appropriate, will be paid to the successful bidder beginning on the thirty first (31st) calendar day following the award.
- e. Once a vacant position is awarded as set forth above, the District may, at its discretion, post the new vacancy immediately.
- f. Whenever vacancies exist in Category D - General Worker Classification, and there are no bidders on the vacancy, the District will hire only the number of qualified individuals necessary to fill all such openings regardless of cafeteria location. Individuals who successfully complete their probationary period will be permitted, as they complete probation and in order of their completion, to select the general worker vacancy of their choice until such time as there are no options remaining at which point the remaining individuals will be assigned to the remaining vacancies.
- g. The Superintendent will have sole discretion to fill the vacancies for all Category A Office Specialist positions. The Superintendent's choice must come from existing employees unless no qualified employee applies for the position.

- h. All open positions in Class D that are not filled by bidding can be filled temporarily by a third party vendor for the remainder of each quarter or until a qualified applicant applies and is hired. The District will post and advertise for the permanent vacancy at all times until filled via appropriated hiring sites, such as but not limited to "indeed".
- 4. Testing of minimum required skills prior to temporary thirty (30) working days placement in the position shall be required of all applicants from other classifications whose job requirements have not provided an opportunity to demonstrate said skills so that the District can determine "qualified applicants."
- 5. "Qualified Applicants" (person[s] who has/have the minimum requirements set forth in the job description) shall be determined by the District from among the bidders, according to the sequence in "C.3.b." and "C.3.c" above, and the most senior qualified bidding applicant shall be awarded the position on a thirty (30) workday trial period basis. An orientation to the new position shall be provided to the successful bidder during such thirty (30) workday trial period. Several times during the trial period a progress / evaluation report will be given to the employee. Areas needing improvement will be noted along with specific suggestions for improvement.

The supervisor's final decision on satisfactory performance shall be based on these period progress/evaluation reports.

- 6. When the District institutes new equipment or technologies, training shall be provided by the District for employees in the positions affected.
- 7. All instructional paraprofessionals will be asked to submit a Letter of Preference during the last month of the school year. Those instructional paraprofessionals who are not displaced and do not wish to transfer should note their current position as their top job preference. Those instructional paraprofessionals who have been displaced will indicate their preference, in order, by building and circumstance. The Director of Student Services will attempt to align individual preferences and seniority with any openings that may arise and notify the instructional paraprofessionals by August 1 prior to the start of the school year. Both Parties recognize that there may be circumstances that will cause an individual's assignment to change after August 1. The District has the discretion to determine the position into which the instructional paraprofessionals will be placed.
- 8. The District shall have the right, in the cases of emergency, to transfer employees from their regular assignment to another; first by asking for volunteers and then in reverse order of seniority within the classification.

9. The District shall have the right to create new positions to be known as "multi-class" positions which will be comprised of two or more classifications under this agreement, or in concert with other bargaining agreements. The District shall have the right to set the number of hours worked; the location(s) of the position; the work day for the position; qualifications for the position; and the job description for each position. Employees in multi-class positions shall be eligible to receive benefits only to the extent that they are eligible for benefits within each individual classification comprising the multi-class position, notwithstanding the total number of hours worked each day in the multiple classifications. Current employees receiving fringe benefits who bid into multi-class positions will be eligible for fringe benefits only as set forth in the immediately preceding sentence. In the event such an employee returns to his former position, eligibility for fringe benefits or other grandfathered benefits will be lost except to the extent that the benefits are available to any employee bidding into said position for the first time. Employment in this category and classification may include summer work and project work as created from time to time by the District.

The District will establish the hourly rate for each such position and include same in the posting. In no case shall that rate be less than the pro rata year one hiring rate of the position classification as covered by this Agreement. Any employee bidding into these positions agrees to accept the designated rate, regardless of the previous rate or seniority. In each subsequent year after an employee is awarded a multi-class position, that employee will receive increases under the same pro rata scale as the appropriate classification. In the event the newly created multi-class position contains work in Categories A through C, the parties agree to meet and discuss on the issue of the starting salary. It is not the intent of the parties to replace fringe benefit eligible full-time positions in Categories A, B and C with multi-class positions.

When an employee in Category E successfully bids into another position within Category E, it shall be considered a lateral move therefore they will remain at their current hourly rate of pay.

D. In Category/Classification Reassignment

1. The Superintendent may initiate an In Category/Classification Reassignment Process for Category B employees in any of the following situations:
 - a. A Category B employee makes a request to the Superintendent to be reassigned to a different position in the same classification that has the same number of days and hours, and the same pay rate as the position currently held by such employee.

- b. A critical incident has occurred, which for purposes of this provision shall mean a significant and unusual event which does not fall under 1(a) above or 1(c) below and which in the judgment of the Superintendent warrants initiation of the In Category/Classification Reassignment Process, including by way of example only a conflict arising from the involvement of an outside group such as CYF.
 - c. As part of an employee disciplinary action resolution.
2. The In Category/Classification Reassignment Process shall consist of the following:
- a. The Superintendent notifies the President of the Association of the Superintendent's intent to initiate the In Category/Classification Reassignment Process.
 - b. The District advertises the position sought to be reassigned to all members in the same employment classification for five (5) work days.
 - c. Employees in the same classification shall respond to the Superintendent during the five (5) day period if they are interested in being placed in the position sought to be reassigned.
 - d. If only one employee in the same classification responds, that employee shall be placed in the position. If more than one employee in the same classification responds, the employee with the highest bidding seniority shall be placed in the position. In either instance, the employee who held the position being reassigned shall be placed in the "open" position that is vacated by the employee selected to fill the reassigned position.
 - e. If no member of the same classification responds, the employee holding the position sought to be reassigned shall remain in such position.
3. Nothing in this section is intended to limit the District's ability to discipline or discharge an employee for just cause or to limit the Association's ability to grieve a disciplinary action.

ARTICLE XI

DISCIPLINE AND DISCHARGE

A. Discipline

1. The Board shall have the right to discipline or discharge for just cause. Progressive disciplinary measures shall include the following:

- a. Oral reprimand, then
 - b. Written reprimand, then
 - c. Suspension (reason to be given in writing, with a copy to the Association), then
 - d. Demotion, transfer, or discharge
2. The above sequence of discipline will not apply where the cumulative discipline record shown by disciplinary measures described above, or seriousness of the offense, warrants more severe measures by the Board, including immediate discharge. Serious offenses shall include but not be limited to the following:
 - a. Theft and/or embezzlement
 - b. Falsification of records
 - c. Violation of health and safety regulations
 - d. Drug violations or convictions
 - e. 5 consecutive unauthorized absences

B. Discharge

1. The Association shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration, at the request of either party.
2. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the Board shall be given credit for all monies earned or received by the employee during his suspension, which he/she would not otherwise have received.
3. The above article shall not apply to any employee who has not successfully completed the probationary period. Such employee may be discharged at any time without reason.

**ARTICLE XII
HOURS OF WORK**

A. Regular Hours

The regular hours of work each day for full time employees shall be consecutive, except for a lunch period, and except where otherwise mutually agreed upon between the parties.

B. Work Year

1. The work year for Category D and Category E shall be the same as the number of days students are actually in attendance unless extended by the District. The work year for Category C employees shall be the same as the teachers in the Charters Valley School District unless the teachers work less than their contractually required days due to a work stoppage, a change of schedule, or other conditions beyond the control of the District. In that event Category C employees shall also work the same number of days as the teachers. Nothing herein shall prevent the District from creating other multi-class positions whose work year is less than student attendance days.

2. Cafeteria Employees

- a. All Category D employees will be required to work two (2) in-service days beyond the student attendance calendar, one (1) to be scheduled immediately prior to the first day of school and one (1) immediately after the last day of school. Employees will be compensated for all hours in attendance at their regularly scheduled rate of pay.
- b. All Category D new hires will be provided one (1) day of training prior to being assigned. All hours in such training will be paid at the applicable hire rate.

3. Secretaries, Office Specialists, and Technology Technicians

- a. The work year for full year Category A, B, and F employees shall include paid holidays and allocated vacation days. Should the school calendar work year fall either below or above 260 days, appropriate wage adjustments shall be made at their per diem rate.
- b. The work year for part year Category A and B employees (normally 210 days) shall be the same as the teacher attendance days, and thirteen (13) paid holidays if the school term begins before Labor Day. If the school term begins after Labor Day, the number of paid holidays shall be twelve (12). The remaining work days shall be scheduled at the end and/or the beginning of the school term.

C. Work Week

The normal work week shall consist of five consecutive work days of eight paid hours or less. The work week shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

D. Work Day

1. Cafeteria Employees

The normal workday for full-time cafeteria employees shall be six (6) hours in length, shall include a twenty-minute duty-free lunch period, and a fifteen-minute break.

(Cafeteria employees other than general workers or lead general workers whose normal work schedule is five (5) hours or more per day shall be considered full-time employees and shall qualify for benefits elsewhere described. Lead General Workers who as of July 1, 1997 were assigned to positions with normal work schedules of five (5) hours or more per day shall be considered full-time employees and shall qualify for benefits elsewhere described. No general worker or Lead General Worker assigned to a five (5) hour or more position after July 1, 1997 shall be eligible for benefits.)

Cafeteria employees in Category D scheduled to report to work and who do report to work prior to cancellation for inclement weather shall be entitled to a minimum of the lesser of their normally scheduled hours or four (4) hours pay.

Cafeteria employees will be offered work opportunities for special events. "Special events" are defined as catering services provided by the cafeteria employees extraneous to the daily student lunch or breakfast program that may be offered by the District. Work opportunities will be offered first on a voluntary basis and assigned by seniority as defined in this agreement. The District shall pay an additional hourly premium of a minimum of \$.25 / hour; the District may pay more than the minimum but the rate must be posted in advance. Regardless of who accepts the work opportunities, they shall only receive the posted rate. The posted rate shall apply to: 1.) all hours worked by the employees during the special events or 2.) all hours worked on special events during the employees' normally scheduled work hours. In the event the employees are assigned to work on special events during their normally scheduled work hours, the employees will work the equivalent hours either before the start or at the conclusion of their normally scheduled work hours at the posted rate. The hourly premium will not be applied to cafeteria in-service / professional development or any training requirements necessary for employees to perform their job. The special events premium hours worked will be part of the overtime rate when total employees hours for the event cause them to exceed forty (40) hours in the work week.

In the event of insufficient qualified volunteers to meet the needs of the District, the District shall have the right to offer the work to non-bargaining unit personnel.

2. Instructional Paraprofessionals

The normal workday for full-time Category C employees shall be 7 ½ hours in length, shall include a thirty-minute, unpaid, duty free lunch period, and an a.m. and p.m. break which shall not exceed fifteen minutes each. The schedules of paraprofessionals shall be designed to provide a full duty free lunch during their work day. If a lunch period is missed, an employee shall mark the missed lunch on a form for that purpose and shall provide the form to the employee's supervisor for review and approval. If approved, the employee shall be paid on a prorated basis for the length of the lunch period time that was missed.

3. Playground Monitors / Cafeteria Monitors / Office Assistants / Multi-Class

The normal workday for Category E employees shall be as specified in the job posting.

4. Secretaries and Office Specialists

The normal workday for secretaries shall be eight and one-half (8 1/2) hours in length, shall include a thirty-minute unpaid lunch period, and an a.m. and p.m. break which shall not exceed fifteen minutes each.

5. Technology Technicians

The normal workday for technology technicians shall be eight and one-half (8 1/2) hours in length, shall include a thirty-minute unpaid lunch period, and an a.m. and p.m. break which shall not exceed fifteen minutes each. The schedules of technicians shall be designed to provide a full duty free lunch during their work day. If a lunch period is missed, an employee shall mark the missed lunch on a form for that purpose and shall provide the form to the employee's supervisor for review and approval. If approved, the employee shall be paid on a prorated basis for the length of the lunch period time that was missed.

E. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. All contractual days paid time off (vacation, personal, bereavement and sick) will be paid based upon the employees scheduled work day defined above.

F. Temporary Project Employee

Temporary Project Employee shall refer to those employees hired to perform routine bargaining unit work for assignments of limited duration.

Temporary project employees may be assigned to work up to a full eight (8) hours for a cumulative duration not to exceed 120 work days per person in any twelve-month period. This limitation shall not apply to regular bargaining unit employees filling temporary project positions. The number of such employees/positions, and the time and maximum duration of such positions, and the general nature of the work to be accomplished shall be determined by the District in advance and shall be posted as follows:

Temporary project positions will be posted for five (5) days. The posting shall include the nature of the work, the hours, and the maximum duration of the position. Any employee from within the bargaining unit will be eligible for such positions. In the event that a bargaining unit employee is the successful bidder for a temporary project position, the District shall have the right to replace the bargaining unit employee with a substitute for the duration of the temporary project position. The successful bidder may not return to his or her regular position for the duration of the temporary position.

G. Delays and Closings

If school is delayed, employees may stay later to make up any lost hours, not observe the delay and report in accordance with their regular start time and be paid, or observe the delay and choose not to make up the hours and take the delay period without pay.

All category C employees shall work the same days as teachers. They may work remotely if the teachers are working remotely. When working remotely, they will need to have a one-on-one virtual meeting with the students on their caseload and document with the student's teacher.

All category A, B and F employees will coordinate with their direct supervisor and the Supervisor shall have the sole discretion to authorize remote work.

When school is cancelled, secretarial employees may, subject to and upon receipt of advance approval from their immediate supervisor, choose to take an unpaid day off in lieu of working that day.

- H. Equipment to sign in and out shall be provided at the main office and at one or two additional locations in each building. All employees shall utilize such equipment to sign in and out each day.

ARTICLE XIII HOLIDAYS

- A. The following fourteen (14) days are recognized as paid holidays for full-year Category A and B and F employees:

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

- B. The following twelve (12) days are recognized as paid holidays for part-year Category A and B employees:

Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Flexible Holiday*
Christmas Day	School Picnic Day
Day after Christmas	Memorial Day
New Year's Eve Day	Holiday**

The number of paid holidays shall be increased to thirteen (13) days if the school district begins the school term before Labor Day.

* One flexible holiday that will be determined by the Superintendent.

** An additional day to be determined by the Superintendent that will coincide with the School Calendar.

- C. If a scheduled holiday is observed during an employee's vacation, it shall be added to the vacation time off.
- D. All Category C, D and E employees will have Christmas Day, as a paid holiday.
- E. In order to receive pay for any holiday, the employee must work the last scheduled workday immediately before and the first scheduled workday immediately after the holiday. Exception will be made when the employee is hospitalized, on bereavement leave, on approved vacation leave, personal leave, or for personal illness which is supported by acceptable medical documentation. Exception will also be made when the employee is on an approved uncompensated leave if the employee provides acceptable medical documentation which demonstrates that the employee is unable to work that day due to the personal illness or other health-related condition of the employee. Exception will not be made where the inability

of the employee to work that day is due to the personal illness or other health-related concerns of the employee's family member or other third party.

- F. In the event any of the above holidays become a student attendance day the parties will meet and discuss to designate another day to be recognized as a paid holiday.
- G. Employees required to work on July 4th, Christmas Day, New Year's Day and Thanksgiving Day will be compensated at a rate of double time. Employees required to work on any other holiday as defined above will be compensated at a rate of time and one-half.

NO OTHER EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE THE BENEFITS PROVIDED UNDER THIS ARTICLE.

ARTICLE XIV VACATIONS

A. Vacation Time

Vacation shall be granted to all full-year Category A and B and F employees on the following basis:

1. Each employee who completes one (1) year shall be entitled to one (1) week vacation with pay.
2. Each employee who completes two (2) years or more up to seven (7) years shall be entitled to two (2) weeks vacation with pay.
3. Each employee who completes seven (7) years or more up to fifteen (15) years shall be entitled to three (3) weeks vacation with pay.
4. Each employee who completes fifteen (15) years or more shall be entitled to four (4) weeks vacation with pay.
5. Employees becoming full-year employees for the first time with at least five (5) years of district seniority will begin/start earning vacation time at the two (2) week level (2 years) according to the schedule in Article XIV- Vacations.

B. Eligibility

In order to receive vacation eligibility for the current fiscal year, an employee must be on the active payroll on or before January 2. The vacation anniversary date will be July 1 of the year in which the employee is hired. (An employee who begins

work after January 2 shall not accrue vacation credit until July 1 of that year. Vacation time shall begin to accrue after that date.)

C. Partial Allowance

Pro-rated credit toward vacation will be granted provided the employee is on the active payroll on or before January 2 of that school year and completes the school year.

D. Request for Vacation

Employees may request vacation time off at any time during the school year, but any such request is subject to the needs of the district. In cases of conflict, the senior employee will be given vacation scheduling preference.

NO OTHER EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE THE BENEFITS PROVIDED UNDER THIS ARTICLE.

ARTICLE XV
PAID TIME OFF LEAVE

A. Paid Time Off Leave Allowance

1. Full-Year Category A and B and F employees shall be granted twelve (12) paid time off leave days per year.
2. Part-Year Category A and B employees shall be granted ten (10) paid time off leave days per year.
3. Category C employees shall be granted ten (10) paid time off leave days per year.
4. Full-Time Category D employees (those who are benefit eligible and work the number of student attendance days) shall be granted ten (10) paid time off leave days per year.
5. Part-Time Category D employees (those who are not benefit eligible and work the number of student attendance days) shall be granted seven (7) paid time off leave days per year and shall receive a twenty-five (\$25) dollar payment for any quarter [nine (9) week period] in which they have no days absent from work. Quarters shall be calculated to coincide with the current student grading periods. In no event shall any employee receive more than the twenty-five (\$25) dollar payment for any quarter as described herein.

6. Category E employees shall be granted four (4) paid time off leave days per year and shall receive a twenty-five (\$25) dollar payment for any quarter [nine (9) week period] in which they have no days absent from work. Quarters shall be calculated to coincide with the current student grading periods. In no event shall any employee receive more than the twenty-five (\$25) dollar payment for any quarter as described herein.
7. Multi-class assignments shall receive prorated paid time off leave benefits based upon the classification of the assignments.

Unused paid time off shall be converted to sick leave. Any current unused sick leave at the signing of the contract shall continue in the employee's accumulated sick leave. For purposes of illness, an employee may use any accumulated sick leave day prior to using paid time off. Paid time off may be used during a holiday or school break.

B. Eligibility

Eligibility for paid time off benefits will begin after completing a satisfactory work performance for a period of sixty (60) days for new hires.

C. Certification

All sick leave days shall be certified by the employee and endorsed by the immediate supervisor. In addition, a physician's certificate may be required if an employee is absent for five (5) or more consecutive days. However, the Superintendent or his designee may require such certificate sooner in individual cases where sick leave abuse is suspected. Refusal to submit said certificate as required will result in loss of pay for those days.

D. Sick Leave Reporting

No paid sick leave shall be granted unless the employee's immediate supervisor, or his designee, is notified at least two hours before the employee's regularly scheduled starting time on the first day of the absence, and at least two hours before the regularly scheduled starting time on the day the employee returns to work.

E. Accumulation

Accumulation of unused sick days will be unlimited for use as sick leave. Any number of accumulated sick leave days may be used at any one time. Employees shall be notified as to their accumulated sick leave days no later than the last pay in September.

F. Incentive

Employees using no sick leave in a given year shall be credited with an additional paid time off day to be used in the following year.

G. Changing Classification/Category

If an employee bids or is moved into a classification/category that is not eligible to receive sick leave under this provision, such employee shall lose entitlement to all such sick leave days. Current employees who had bid or moved into a classification/category that is not eligible to receive sick leave under this provision prior to July 1, 1997, shall retain sick leave and be permitted to use same. No such employee will accumulate additional sick leave days. These employees will also be entitled, upon severance or retirement, to payment for unused sick leave time consistent with Article XVII.A.4.c.

H. Sick Leave Bank

1. Membership

All employees eligible for sick leave shall have the option to become members of a Sick Leave Bank. Such membership shall be effected with the signing of an enrollment form by each individual. A copy of said form shall be forwarded to the District. Contributions to the Sick leave Bank are irrevocable and shall not be used in the calculation of retirement incentives. The amount and frequency of donations to the Sick Leave Bank shall be determined by the Sick Leave Bank committee.

2. Indemnity

The sole responsibility of the School District will be to transfer the designated days upon request. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with (a) any of the provisions of the Sick Leave Bank or (b) any request of the Association with respect thereto.

NO OTHER EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE THE BENEFITS PROVIDED UNDER THIS ARTICLE.

ARTICLE XVI
LEAVES OF ABSENCE

A. Bereavement

This section (A. 1, 2 and 3) shall apply to all employees covered by this Agreement.

1. Death in Immediate Family

Leaves of absence in case of death in the immediate family are authorized with full pay for a period not in excess of three work days, up to and including the day of the funeral. Members of the immediate family are defined as father, mother, brother, sister, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, grandfather, grandmother, or near relative who resides in the same household, or any person with whom the employee has made his/her home at the time of death.

2. Death of Near Relative

A leave of absence with pay for the day of the funeral is authorized in case of the death of a near relative. A near relative is defined as first cousin, aunt, uncle, niece or nephew.

3. Death of a Close Personal Friend

A leave of absence of one-half (1/2) day with pay is authorized to attend the funeral of a close personal friend. A close personal friend is defined as someone with whom you have either worked or shared a life-long relationship.

B. Child Rearing

Employees shall be granted an unpaid leave of absence for up to one year inclusive of childbearing for the purpose of child care or child rearing. Such leave shall be consistent with applicable state and federal laws and/or rules and regulations.

Leave shall commence on a date determined by the employee and attending physician. The employer shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave.

The employer shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within a reasonable period of time in advance

of return from leave. Upon return from leave, the employee shall be returned to the same or similar position assigned prior to the leave.

- C. The District will at all times maintain a policy or policies of Family Medical Leave consistent with and required by the Family Medical Leave Act of 1993

D. Jury Duty

Employees covered by this Agreement who are called for jury duty will be reimbursed for the difference between their established rate of pay and compensation received for such jury duty upon presentation of proof of service and monies received.

ARTICLE XVII
FRINGE BENEFITS

A. Insurance

1. Health Care (Hospitalization / Physician's Services/ Major Medical)

Subject to Article XII, the District will make available to all full-time Category A, B, C, D, and F employees a Health Care Insurance Program as described below.

- a. The District shall provide for the employee and dependents the lowest premium cost of the Allegheny County School Health Consortium.

All employees enrolled in health care under this Collective Bargaining Agreement shall pay the following monthly premium contribution:

Employees making above \$17.00 per hour	2021-22	2022-23	2023-24	2024-25	2025-26
Individual	1.35%	1.55%	1.75%	1.75%	1.75%
All Other Coverage	1.75%	1.95%	2.10%	2.10%	2.25%

Employees making \$17.00 or less per hour	2021-22	2022-23	2023-24	2024-25	2025-26
Individual	1.25%	1.25%	1.25%	1.25%	1.25%
All Other Coverage	1.75%	1.75%	1.75%	1.75%	1.75%

Gross salary earned under this section shall be defined for each position, notwithstanding an employee's availability to work or leave of absence, as: [normally scheduled hourly wage X normally scheduled hours per day X normally scheduled days per year].

In the event the Allegheny County Health Consortium makes available an alternative plan with lower premium costs the parties agree to negotiate the possible implementation of the alternative health care plan.

- b. Where two or more employees otherwise entitled to separate healthcare coverage are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another of them, the District's obligation shall be only to provide coverage of one employee as the primary employee under each of the separate coverage. The person whose birth date is earlier in the calendar year shall be designated as primary.
- c. Beginning with the signing of this contract, new hires shall be eligible for individual health insurance after sixty (60) days and multiparty coverage six (6) months after they are eligible for individual insurance.
- d. Any bargaining unit member who chooses to drop his / her Health Care Insurance as defined above shall receive the following monthly incentive:

Individual coverage:	\$350
Any other coverage:	\$350

The employee must provide proof of coverage from another source in order to be eligible for this buyout. In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of a child, or other event recognized by the insurance carrier as a catastrophic or significant change), the employee may return to his / her coverage effective the month after notice is given the District.

- e. The District agrees to adopt an IRS Section 125 Plan to protect employee premium contributions, health care incentive, medical and other expenditures to the extent possible consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time. The cost of the 125 Plan shall be divided evenly between the participating employee and the District.

2. Dental Insurance

The District will provide, at no cost to the eligible employees (full-time Category A, B, C and D, and F employees), a dental coverage plan as provided through the ACSHIC Program for all eligible, active, employees and their dependents for the term of this agreement.

3. Vision Care Insurance

The District will provide, at no cost to the eligible employees (full-time Category A, B, C and D, and F employees), the ACSHIC Standard Vision Plan for all eligible, active, employees and their dependents for the term of this agreement. Any changes made in this standard plan by the ACSHIC Trustees shall become part of the coverage under this section.

4. Life Insurance

The District will provide to full time Category A, B, C and D, and F employees a group life insurance program in the principal amount of \$30,000. Provision of or the right to purchase life insurance, and any practices pertaining thereto, shall cease upon termination of employment for any reason, including retirement.

5. Long Term Disability (Sickness and Accident)

The District will provide to all full-time category A, B, C, and F employees an income protection plan providing sickness and accident benefits to age 65, in the amount of \$750 per month, with the following waiting periods:

- a. Employees with less than fifteen (15) days sick leave remaining, a waiting period of fifteen (15) days is required before benefits begin.
- b. Employees with more than fifteen (15) days accumulated sick leave must wait until sick leave is exhausted.

NO EMPLOYEES OTHER THAN THOSE LISTED SHALL RECEIVE THE BENEFITS PROVIDED UNDER THIS ARTICLE.

6. Workers' Compensation

When an employee's absence is due to injury incurred in the course of employment, the District will pay such employee the difference between his/her salary and Workers' Compensation for a maximum period of up to one (1) year. Accumulated sick leave is not available to employees during the first year of Workers' Compensation. Accumulated sick leave may be used beyond the one (1) year period, at the rate of one-third (1/3) of a sick

day for each day the employee receives Workers' Compensation payments. In no case can an employee receive more than his/her annual salary while on Workers' Compensation.

7. The District shall offer the following supplemental voluntary benefits for all bargaining unit employees at their cost, except as prohibited by law:
 - a. Flexible Spending Accounts for Child Care and/or Medical Expenses. The employee will pay the administrative fee
 - b. Long-term Care Insurance
 - c. 403(b) and/or 457(b) plans through providers who have qualified through Board policy
 - d. All members of the bargaining unit who meet the eligibility requirements will receive their termination/severance pay through this tax-sheltered plan.

B. Description to Employee

The District shall make available a description of the above-listed insurance programs as soon as possible in the school year. The District shall also make available a list of all voluntary payroll deduction programs at least once each school year.

C. Severance Pay

Employees eligible to retire under the Pennsylvania Public Employee Retirement System, or any employee who voluntarily resigns after fifteen (15) years continuous service in the Chartiers Valley School District, shall be entitled to receive \$40.00 per day up to 150 days; after 20 year of service \$45 per day up to 200 days; after 30 years of service \$50 per day up to 200 days for each accumulated unused sick leave day.

Employees discharged for cause shall not be entitled to this benefit.

This Article shall apply only to bargaining unit employees eligible to accumulate sick leave days.

NO OTHER EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE THE BENEFITS PROVIDED UNDER THIS ARTICLE.

D. Limitation of Liability

The school district's responsibility under this Article is limited to the payment of necessary premiums to purchase the benefit plans described herein. The school district has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits. Further, any such action on the part of the

insurance carrier shall not be attributable to the school district or be considered a violation of this collective bargaining agreement. Under no circumstances is the school district responsible for payment of benefits under this Article.

No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedure set forth in the Agreement, except an allegation that the school district has failed to pay the premiums required to purchase the benefit plan.

ARTICLE XVIII **COMPENSATION**

A. Salaries and Wages

Remuneration for all employee classifications is set forth in Appendix A of this Agreement.

B. Travel Expenses

Employees shall not be required to use personal vehicles for school business; however, upon agreement, all such use shall be reimbursed the maximum permitted by regulation.

C. Higher Classification Work

Employees required to perform the duties or assume the responsibilities of a higher classification job shall be paid at the higher classification rate of pay for all hours so worked, provided the employee works at least one full work day, except in food service where the interval shall be one hour of sixty consecutive minutes. In the case of secretaries and office specialists, assignments shall be made by building seniority and the above listed pay shall be applicable retroactively after one full work day in the higher position. Employees in categories C, D and E filling in for Categories A or B positions shall be continued at their contractual rate of pay (suffering no reduction, gaining no longevity pay).

D. Other Work

Employees not regularly scheduled to work in their classification shall be offered the opportunity to perform any and all bargaining unit work for which they are qualified prior to substitute employees. This preference of offer shall extend to summer work. Employees working within their classifications shall receive the applicable classification rate.

E. Compensatory Time Off

The District will provide a procedure for eligible employees to use compensatory time off in lieu of overtime, premium, and pay. This policy may be found herein under Appendix B- Compensatory Time off.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

- A. The District agrees to deduct the currently applicable Association dues from the pay of those employees who are members of the Association. The amount to be deducted shall be certified to the District by the Association, and the deduction shall be made from the pay accruing to the employee on the last day of each month. The District shall transmit such deduction, monthly, to the Association, together with an itemized statement of current employee members, by check by the tenth day of the month following said deductions.

B. Maintenance of Membership

Except where prohibited by law, any employee who on the effective date of this Agreement has joined the Association, or who joins the Association in the future, must remain a member for the duration of this Agreement with the provision that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration date of this Agreement. The employee shall send a letter of revocation to the District with a copy to the Association.

C. Hold Harmless

The Association shall indemnify and hold the District, the School Board, each individual School Board member, and each District Administrator harmless against any and all claims, suits, or judgments brought or used against the District as a result of any action arising out of Section A or B of this Article.

D. Fair Share

1. Fair Share or agency fees shall not be collected until such time that the restriction on the collection of such fees, as determined by Janus v. AFSCME, Council 31 (2018), is reversed or made legal in some manner. In the event that the collection of such fees is deemed legal, each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
2. Except where prohibited by law, the School District and the Association agree to comply with all provisions of Act 84 of 1988. The Association agrees to fulfill all requirements of Hudson and other applicable Federal laws.

3. If any legal action is brought against the school district as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The school district agrees to give the Association immediate notice of any legal action brought against it and cooperate fully with the Association in the defense of the case. If the school district does not cooperate fully with the Association, any obligation of the Association to provide a defense under this article will cease.
4. The Association agrees in any action so defended to indemnify and hold the school district, the School Board, each individual School Board member, and each District Administrator harmless for any monetary damages the school district might be liable for as a consequence of its compliance with this section; provided that there will be no indemnification for any damages resulting from any act of willful misconduct on the part of the District or any failure by the District to properly perform its obligation under this article.
5. In the event that these indemnification and defense clauses would be declared invalid, the obligation of the school district pursuant to this article shall cease and desist.

E. Copies of Agreement

Copies of this Agreement shall be produced by shared costs with District and Association after agreement on format. The Agreement shall be made available to all employees.

F. Compliance

There shall be no agreement with individual employees in the bargaining unit except as permitted by Act 195. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

G. Uniforms

Cafeteria employees, when required to wear uniforms, uniforms shall be provided by the District.

H. Physical Examination and Tests

The District may require employees to be examined by a physician as permitted by the School Code. The employee may elect to use the services of a physician

designated by the District, or the employee may elect to be examined by a physician of the employee's choosing. The cost of said examination shall be absorbed totally by the District if the employee is examined by a physician designated by the District. In cases where the employee selects the physician, the District will absorb that portion of the cost that the District would normally pay had the employee been examined by a District-designated physician.

The District may require prospective employees to be examined by a physician as permitted by the School Code. The prospective employee may elect to use the services of a physician designated by the District, or by a physician of the prospective employee's choosing. Upon completion of thirty (30) calendar days of employment the District will reimburse the employee up to fifty (\$50) dollars for such examination. In no event will any reimbursement exceed the amount the District would spend for an examination by its own designated physician. After thirty (30) calendar days of employment with the District employees shall be reimbursed for the cost of any necessary clearances (to include but not be limited to Act 34, Act 151 and Act 114 clearances) that were a requirement of employment or required for continued employment.

I. Savings Clause / Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and state or federal regulations.

J. Waivers

This contract covers the entire settlement and agreement between the parties for issues mentioned therein and shall not be added to, subtracted from, or modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Should new issues, not herein addressed, come up from time to time, the parties agree to meet and discuss and/or bargain an appropriate resolution. Said resolution shall be without prejudice to either party for past situations.

K. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

1. Association to Board : If by Association to Board at:

Board of School Directors
Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh PA 15220-1699

2. Board to Association : If by Board to Association at:

President
Chartiers Valley Educational Support Personnel Association
c/o current work location

AGREEMENT OF RATIFICATION

The Chartiers Valley School District and the Chartiers Valley Educational Support Personnel Association, ESPA Unit 2 has reached agreement on a contract.

The contract covers the entire settlement and agreement between the parties and shall not be added to, subtracted from, or modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

In witness whereof the parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunder affixed their hands and seals.

CHARTIERS VALLEY SCHOOL DISTRICT


President

12/7/2021
Date


Secretary

12/7/2021
Date

CHARTIERS VALLEY EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION


President

12-3-21
Date


Secretary

12/3/21
Date

RATIFIED BY:


Chartiers Valley Educational Support Personnel Association, ESPA Unit 2, on _____, 2021.

Chartiers Valley School District Board of School Directors, on Nov. 16, 2021.

Letter of Understanding
Chartiers Valley School District

It is agreed that the District may use co-op/vocational students and may assign people, including from other bargaining units, to light duty assignments provided that there is no layoff or reduction in hours for the existing employees in that category.

Recognition of this Letter of Understanding is confirmed by the signatures below.


Signature
Signature
Signature
Signature

Appendix A Compensation

Minimum Rates of Hire

The following minimum hire rates are established effective July 1, 2021 for each classification:

		2021-22	2022-23	2023-24	2024-25	2025-26
Category A						
	Accounting Specialist	\$21.10	\$21.53	\$21.96	\$22.40	\$22.84
	Office Specialist	\$21.10	\$21.53	\$21.96	\$22.40	\$22.84
Category B						
	Building Secretary	\$18.45	\$19.19	\$19.96	\$20.85	\$21.90
	Lead/Department Secretary*	\$18.45	\$19.19	\$19.96	\$20.85	\$21.90
	Support Secretary	\$17.22	\$17.91	\$18.62	\$19.46	\$20.43
Category C						
	Instructional Paraprofessional	\$16.54	\$17.37	\$18.24	\$19.15	\$20.15
Category D						
	HS/MS Café manager	\$18.75	\$19.13	\$20.08	\$20.48	\$20.89
	PS/IS Café manager	\$18.25	\$18.62	\$19.55	\$19.94	\$20.34
	Cook	\$15.10	\$16.00	\$16.80	\$17.50	\$18.45
	General Café worker	\$13.60	\$14.50	\$15.23	\$16.00	\$16.95
	Lead General Worker	\$14.10	\$15.00	\$15.75	\$16.50	\$17.45
Category E						
	Playground/Café	\$13.60	\$14.50	\$15.23	\$16.00	\$16.95
	Secretarial Assistant	\$13.60	\$14.50	\$15.23	\$16.00	\$16.95
Category F	Technology Technician	\$17.10	\$17.96	\$18.85	\$19.42	\$20.49

Department Secretary will include the positions that Kelly Mannering and Nancy Bose hold.

Notes:

1. All increases will take effect on July 1.
2. Each year of the contract a \$50 retention bonus shall be paid to any employee who is not eligible for fringe benefits but who is actively employed as of September 30 and was actively employed during the immediately preceding contract year. This

amount will increase \$25 / year up to a maximum of \$100 (where it will remain for that employee for every year thereafter) for every year that employee returns to his / her position.

3. An existing bargaining unit member who successfully bids on a job in a higher classification or category will be paid the greater of the minimum hire rate or 35 cents (\$.35) per hour more than their previously hourly rate. Employees choosing to bid into a lower classification, and are successful, shall not be paid more than the minimum rate plus 1% for every year of District service, unless jointly approved by the District and the Union.
4. The district may hire a new employee at an hourly rate above the minimum rate, but all individuals in the classification below that rate must be brought to that rate.

Wage Increases

Bargaining unit employees, who are above the minimum rate shall receive an increase in their hourly wage as of July 1 of the indicated year (effective with their first day of work following that date) as follows:

Increase for those above base wage.

	2021-22	2022-23	2023-24	2024-25	2025-26
Category A	2%	2%	2%	2%	2%
Category B	2%	2%	2%	2%	5%
Category C	1.75%	2%	2%	2%	2%
Category D	2%	2%	5%	2%	2%
Category E	1.75%	2%	2%	2%	2%
Category F	1.75%	1.75%	1.75%	2%	2%

Spousal Buy Out

Employees who receive health care at the time of ratification will be the only individuals eligible for the health care incentive (XVII - A - 1 - c). Other employees who are benefit eligible but who currently do not carry health care may enroll during open enrollment and then opt out upon presenting proof of insurance. Employees who were not previously benefit eligible but who are hired into a position that is may opt out at the time they complete probation and are placed into the position on a full time basis upon presenting proof of insurance.

Appendix B

Compensatory Time Off

All CVESPA Categories A and B and F employees, as well as Managers and full time employees in Category C, will be permitted to use compensatory time off in lieu of overtime pay provided both the employee and his / her immediate supervisor agree to both the accumulation and the application of such compensatory time. The process for accumulating and applying compensatory time is as follows:

1. Any Employee in the specified Categories and Classifications will be permitted to use compensatory time off ("comp time") in lieu of overtime pay per the following conditions:
 - Comp time is overtime and the accumulation of comp time must be pre-approved in advance by the employee's immediate supervisor; and
 - The employee must track his / her accumulated comp time on a Comp Timesheet and the immediate supervisory must sign the Comp Timesheet acknowledging the accumulated comp time; and
 - The application of comp time in lieu of time at work must be pre-approved in advance by the employee's immediate supervisor; and
 - The application of comp time will not be unduly withheld provided such use does not interfere with the operation of that building or department. The District maintains the right to limit the number of employees that can apply comp time at any one time.
2. The employee may accumulate up to a total of twenty-eight (28) straight time hours, which he / she intends to use as comp time, during a school year. For full time employees, all comp time must be used in the year in which it was earned (July 1 through the following June 30). For employees who work a school year calendar, all comp time must be used prior to the last scheduled day of work for that school year. All comp time hours will be applied at time plus one half (one and one half hours off for every equivalent one hour accumulated of straight time worked). Therefore, this is equivalent to forty-two (42) comp time hours (28 at time plus one half equals 42).
3. Whenever an employee applies comp time his / her time sheet must reflect that it is comp time and the number of comp time hours being applied. The Comp Timesheet must also reflect the number of hours applied during that week, and deducted from the total accumulated, as well.
4. Any employee in the specified Categories and Classifications who is directed by the District not to work his / her straight time hours (hours within the 40 hour workweek) due to emergency is NOT to apply those hours as Comp Time. The district may direct that employee to work those hours on an alternate day during the same workweek (additional hours on a regularly scheduled day) or, by agreement between the District and the employee, make-up those hours in the following workweek at the equivalent overtime rates. (Ex: an employee is directed

to return home on a Monday morning due to a weather emergency / school cancellation. The employee is now six (6) hours short during that workweek. The District may direct that employee to make the time up during that workweek Tuesday through Friday by working an extended workday on each of those days OR the employee may work the following workweek an additional four-(4) hours overtime which equates to six (6) hours at a straight time rate (four hours at time plus one half equal six hours straight time rate).

5. Any employee in a Category or Classification that is not covered by the above may, with the confirmation of the supervisor, work extra hours beyond his / her scheduled work day and apply it on a straight time (hour for hour) basis as "time off in lieu of pay" up to a maximum of three (3) hours.
6. Employees who work the school calendar and miss a day due to school cancellation may make the time and lost earnings up on the re-scheduled day of school.