



**Agreement between the**

**Elizabeth Forward School District and the**

**Elizabeth Forward Educational Support**

**Professional Association, PSEA/NEA**

**July 1, 2022 – June 30, 2027**

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## **PREAMBLE**

THIS AGREEMENT entered into December 7, 2022, effective July 1, 2022 by and between the Elizabeth Forward School District, hereinafter referred to as the “Employer” and the Elizabeth Forward Educational Support Professional Association, PSEA/NEA, hereinafter referred to as the “Association.”

## **WITNESSETH**

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

## **ARTICLE I**

### **RECOGNITION**

#### **A. Unit**

The employer hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board, at PERA-U-82-81-W, PERA-U-87-280-W, PERA-U-91-1977-W, PERA-U-93-639-W, PERA-U-02-239-W, PERA-U-109-W and PERA-U-92-81-W and described as follows:

All full-time and regular part-time custodial and maintenance personnel, secretaries, technology support II, library aides, instructional aides, nurse aides; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act.

## **ARTICLE II**

### **NEGOTIATION OF A SUCCESSOR AGREEMENT**

#### **A. Deadline Date**

The parties agree to enter into collective bargaining over a successor Agreement no later than the time periods specified by law. Any Agreement so negotiated shall be reduced in writing after ratification by the parties.

#### **B. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. This Agreement sets forth all covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement, or agreement not set forth herein. The parties agree that no additional negotiations or modifications of this



Agreement will be conducted on any item, whether contained herein or not, during the life of the Agreement except by an instrument in writing duly executed by both parties consenting to same.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

##### **A. Definitions**

1. Grievance: A grievance is hereby defined as: a complaint by an employee regarding the meaning, interpretation, or application of any provision of this Agreement.
2. Grievant: A grievant is the employee making the claim.

##### **B. Procedure**

1. Step 1 - Any employee, who believes he/she has a justifiable grievance, shall discuss the matter with his/her immediate supervisor in an attempt to settle same.
2. Step 2 - A grievance must be initiated within fifteen (15) workdays of the alleged occurrence in writing to his/her immediate supervisor. The immediate supervisor shall give his/her response within ten (10) workdays after receipt of the grievance. If the immediate supervisor's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Grievance procedure forms shall be supplied by the District and their design shall be approved by the Association.
3. Step 3 - If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance must be appealed in writing on a standard grievance appeal form to the Superintendent or his designated representative within five (5) workdays after the Step 2 decision has been issued. The form appealing the Step 2 decision must identify the grievance, be dated and signed by the Association. The Superintendent or his/her designee shall promptly investigate the



grievance; discuss same with the immediate supervisor and employee and/or his/her designated representative(s), and answer in writing no later than ten (10) workdays after receipt of appeal by him/her to the Association.

- a. Minutes shall conform to the following:
    1. Date and place of meeting; names of those present; and the identifying number of grievance.
    2. Background information and facts.
    3. Any other relevant facts.
  - b. If the decision in Step 3 is not appealed to arbitration within ten (10) workdays, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.
  - c. All grievance hearings except the procedure at Step 1 shall be conducted outside normal work hours.
  - d. The Board or its authorized representative shall have the right to file a grievance against the Association, but not against any individual member, in any dispute arising out of the interpretation of the Agreement beginning at Step 2 of the Grievance Procedure.
4. Step 4 - Any grievance that has been processed in accordance with the provisions of the preceding Sections of the Agreement, but not satisfactorily settled shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator. The School District and the Association shall attempt to agree upon a mutually accepted arbitrator, if, within twenty (20) days (or a longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Director of the Pennsylvania Mediation Service shall be requested to submit the names of seven (7) disinterested persons qualified and willing to act as impartial arbitrators. From such a list, the School District and the Association shall each alternately strike one (1) name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The procedure to be followed in submitting the difference or dispute to the arbitrator shall, unless agreed upon by the parties within twenty (20) days after the selection of the arbitrator, be determined by

the arbitrator himself/herself. The arbitrator shall submit his/her decision, in writing, promptly after the conclusion of the hearing or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement. The fees and expenses of the arbitrator shall be borne in equal shares by the School District and the Association. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than ninety (90) days prior to the date the dispute was first started under Step

C. Rights of Employees to Representation

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

D. Miscellaneous

1. Group Grievance

If, in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 3. Any favorable decision for any such group grievance shall exclude further appeal by any individual grievant. Such a group grievance shall be filed within fifteen (15) workdays of its occurrence.

2. Separate Grievance File

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

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representative.

4. Designation of Representatives

The Association and the Employer shall designate to each other, as soon as possible in each school year, the Association's and the Employer's representatives who shall be certified as the authorized grievance representatives for all grievance matters.

5. Private Hearings - Non-Interference with Work

Grievance meetings shall not be conducted in public and all grievance activity, including but not limited to, meetings and hearings shall be conducted outside of normal work hours of the Employee, unless such meeting is mutually scheduled during normal work hours by agreement of the Association and the School District.

6. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered and every effort should be made to expedite the process.

7. Arbitrator's Decision

The Arbitrator shall not consider any alleged violation of any provision of this Agreement which has not been specifically referred to in a prior written level of the grievance procedure.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

Financial data of the Employer is public information; such information is available to all interested persons through a request to School District administration or the School District's Right to Know Officer during normal business hours.

#### B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations or grievance proceedings, conferences and meetings called by the Superintendent or his/her designee, he/she shall suffer no loss in pay or be required to make up lost time.

#### C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings pursuant to the usual facility request form procedure of the Employer.

#### D. Use of School Equipment

The Association may use the school equipment with the following conditions: (a) approval of the Building Principal; (b) after-school work hours when the employee is not scheduled for work; (c) the Association will be responsible for breakage during use; (d) the Association shall furnish its own supplies.

#### E. Use of Mail Facilities

The Association may use school mail facilities at dismissal time. Material is to be placed in mail facilities by customarily designated school personnel. The Association's newsletter and political information may not be so distributed. All other material approved by the president of the Association may be distributed as herein authorized.

F. Use of Facilities for Meals

Support personnel shall be permitted to use faculty rooms for the purpose of eating their meals at scheduled meal periods where there is no adequate alternative facility within the building for support personnel.

G. Use of District Email

Support professionals shall be permitted to use District email for the purpose of providing information to bargaining unit members as long as they follow district approved policies.

## ARTICLE V

### RIGHTS OF EMPLOYEES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such unqualified rights as he may have under the Public School Code of 1949, as amended, under the Public Employees Relations Act, or under other applicable laws.

B. Personnel File

Upon request, an employee shall be permitted to view his/her complete personnel file.

Any employee shall have the right to answer, in writing, any material in the file and to have said answer attached to the file copy.

Materials contained in the file may be copied by the employee, but not removed therefrom.

At the end of a five (5) year period, the employee shall have the right to request that the administration remove any derogatory material from the employee's personnel file and destroy such material. This shall not include final evaluation forms of the employee and any anecdotal attachments.

C. Citizenship

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee, or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate the terms of this Agreement, any local, state or federal law, and do not detract from the employee's performance of his/her duties.

D. Just Cause Provision

1. No employee shall be discharged, suspended, disciplined, reduced in rank or compensation without just cause during the term of this Agreement.
2. Reasons for any of the above actions shall be provided to the employee in writing. A copy shall be forwarded to the Association representative.

E. Personal Life

The personal life of any employee is not an appropriate concern or attention of the District, except if it affects his/her duties.

## ARTICLE VI

### WORKING CONDITIONS

A. Safe Working Conditions

An employee shall report unsafe and hazardous conditions to his/her immediate supervisor. Following an immediate investigation by the administration, if unsafe and hazardous conditions are found, the same shall be corrected as soon as possible. If both parties mutually agree that an unsafe or hazardous condition exists, an employee shall not be required to perform duties related to such condition until it has been corrected.

B. Hiring of Substitutes (Custodial)

Prior to using supervisory personnel as substitutes employees will be given a chance to substitute. This shall be done by seniority.

C. Single Person Shifts (Custodial)

Any employee working alone on a shift where no other persons are in the building shall not be required to climb ladders, scaffolds, or any other device that is not of a permanent nature. No employee shall be required to operate scrubbing or burnishing equipment alone.

D. Chain of Command

Each employee shall be given a written list of his/her "chain of command." This list shall be specific and identify the supervisor named in the grievance procedure.

E. Student Supervision

No employee, excluding Instructional Aides, Library Aides and Nurse Aides, shall be asked, or expected to assume the supervision of students except in an emergency to protect the health, welfare and safety of students.

F. Medication

Only those employees lawfully entitled to dispense medications to students will be required to do so. The parties acknowledge and agree that to the fullest extent permitted by law, the Political Subdivision Tort Claims Act will be applied to all School district employees who administer student medication as part of their job responsibilities.

## **ARTICLE VII**

### **SENIORITY**

- A. Seniority means an employee's length of continuous service with the Employer since his/her first date of permanent work. Ties shall be



broken by determining starting times on the first date of work. If ties remain after this, the first person hired in the minutes of the Board shall be the most senior. Seniority shall be accumulated during absence due to illness, layoff, or leave of absence provided that such leave of absence has been approved by the Employer, as long as such seniority is not terminated in accordance with other provisions of this Agreement, as specified in Section 4 of this Article.

B. Classification

The Employer shall recognize seven (7) classifications of employees for the purpose of seniority and maintain seven (7) such seniority lists:

1. Custodial
2. Maintenance
3. Secretarial
4. Technology Support II
5. Instructional Aides
6. Library Aides
7. Nurse Aides

C. Seniority List

The employer shall post, an up-to-date seniority list at the start of each school year and a copy of this list shall be emailed to the president of the Association. Employees shall have fifteen (15) calendar days after the posting of the seniority list to raise objections to their seniority rating.

D. Layoff and Recall

Seniority shall be the basis for such action in accordance with the provisions of this Article.

Employees (in the classification with the layoff) with the least seniority shall be the first laid off and laid off employees with the most seniority shall be the

first recalled, subject to bumping rights. Written notification of possible layoff must be presented to the Association prior to the effective date of layoff. An employee whose job is eliminated due to a reduction in the work force, realignment of positions and/or responsibilities, including but not limited to the opening and closing of school buildings or elimination of the job, shall have the right to bump another with less seniority as hereafter set forth, provided the bumping employee has the ability to perform the work, as determined by the employer. In implementing the foregoing bumping, an employee may bump the employee with less seniority in the same job classification as the bumping employee.

Such bump must be exercised within three (3) working days after the employee is laid off.

The bumping employee shall be given five (5) working days to demonstrate that he/she possesses the necessary qualifications to perform the job into which he/she has bumped. An employee who has successfully bumped shall return to his/her old job immediately upon his/her old job becoming available. Employees shall be recalled in accordance with their seniority and bumping rights. No new employee shall be hired until all employees on layoff who have the ability to perform the available work have been recalled.

Should a special meeting of all employees within a classification where bumping will take place be requested by the Association or required by the District, such meeting shall take place during non-scheduled work hours.

During layoff, the payment for benefits shall be discontinued by the District but may be voluntarily continued by the employee through payment to the District at the group rate, subject to approval of the appropriate carrier provided that the Employer shall pay for health care insurance and life insurance to the end of the month in which the employee is laid off.

E. Permanent Vacancies

1. All job vacancies shall be sent via email and voicemail for a period of five (5) working days. Vacancies will be defined in posting by job title /and or time schedule of posting not assigned area(s) of building. Any new vacancies occurring within the bargaining unit shall be filled within sixty (60) calendar days of the creation of the vacancy unless the employer decides to eliminate the position.

All employees shall have the right to bid on any vacancy within their classification. (Custodial and maintenance positions are separate classifications). Custodial employees shall have the right to bid on any vacancy within their classification. The employee with the greatest seniority in the classification with the vacancy shall be awarded the job. provided they have completed at least three (3) years in their current position. If no one in that classification bids on that position, any individual in that classification with less than three (3) years of service in that classification, may apply and will be considered for that position. The successful bidder shall be given a maximum of twenty (20) working days to demonstrate that the bidder possesses the necessary qualifications to perform the job. This demonstration period may be shortened at the discretion of the employer. An employee who is awarded a bid and successfully demonstrates his/her qualifications shall lose all rights to his/her former job. If the successful bidder is unable to demonstrate that he/she has the necessary qualifications, he/she shall be returned to his/her original job. Final decision as to ability and qualifications shall be with the employer.

With regard to the subsection and to the filling of vacancies the grievance procedure shall apply only to the timelines set forth above and shall not apply to any other subject.

2. In filling vacancies when no employee bids or desires a job, the employer may hire non-bargaining unit persons.
3. Before the final candidate is recommended to the Board of School Directors for hire in the Maintenance classification, the candidate must pass each District required exam with a minimum combined score of 85%. The District will identify the proctor to administer both theory concepts (written test) and applicable hands-on exams. Exams will be conducted at the Steel Center Area Vocational Technical School and at the convenience of the District identified proctor.

The District will pay all costs associated with the testing including but not limited to administrative fees and licensing fees.

The District will pay all costs for the employee to maintain certifications necessary for employment with the District.

F. Temporary Vacancies

In cases of temporary vacancies and during the period in which permanent vacancies are being filled, the Employer may assign any employee with respect to seniority to the vacancy. Any employee who is temporarily assigned by the Employer to a job in a higher classification shall receive the applicable rate of pay in the higher classification for all time worked in the higher classification. An employee temporarily assigned to a job in a lower job classification shall receive the employee's rate of pay for the job from which he/she was removed.

G. Break in Seniority

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns;
2. An employee is discharged;
3. An employee is laid off for a period longer than twelve (12) consecutive months unless he/she is off on sick leave.
4. An employee is absent from work due to a natural illness, disease or resulting from a workman's compensation injury on the job, for a period in excess of three hundred sixty-five (365) calendar days without benefit of paid sick leave.
5. An employee fails to report back to work when recalled from layoff within ten (10) working days after sending by the Employer of certified mail notice of recall to the employee's last address on the records of the Employer.
6. If an employee accepts a temporary supervisory position with the Employer which is not within the bargaining unit and maintains such a position for one hundred eighty (180) calendar days, he/she shall lose all seniority under this Agreement. If the Employee returns subsequently to a position covered by this Agreement, his/her seniority shall begin from that date.

## H. Involuntary Transfers

1. An employee shall not be transferred involuntarily for arbitrary or capricious reasons. The proper reasons for such a transfer are: the more efficient use of personnel; program improvement; and reasonable managerial necessity.
2. Bargaining unit employees may be assigned to temporary vacancies in non- bargaining unit positions. In the event of such assignment, the employee shall receive the applicable rate of pay of the non-bargaining position or the employee's regular rate, whichever is greater.

## ARTICLE VIII

### EMPLOYEE WORK YEAR – WORK WEEK

#### A. Work Year (Custodial/Maintenance)

A normal work year shall be 260 days for full-time (12 month) employees. This section defines the normal work year and shall not be construed as a guarantee of days or work per year. A normal work year shall consist of 2,080 hours.

#### B. Work Week (Custodial/Maintenance)

1. The work week shall start Monday at 12:01 a.m. and shall end the following Sunday at 12:00 midnight. The scheduled work week shall be any five (5) consecutive workdays during the work week.
2. Although Saturday and Sunday are included in the defined work week, any employee who is required to work on Saturday or Sunday will be compensated at the rate of time and one-half (1½) unless those days are part of the employee's scheduled work week of five (5) consecutive days.

#### C. Work Year (Secretarial and Technology Support II)

A normal work year shall be 260 days for full time (12 month) secretarial employees and 216 days for full-time and part-time (10 month) secretarial

employees. This section defines the normal work year and shall not be construed as a guarantee of days of work per year. A normal work year shall consist of 1,950 hours for 12-month secretaries and Technology Support II, 1,620 hours for full-time 10-month secretaries and 1,080 for part-time 10-month secretaries.

D. Work Week (Secretarial and Technology Support II)

The employee shall be required to work Monday through Friday, except as otherwise provided in this Agreement. The district shall have the discretion to schedule one or more secretaries per building to work the hours of open house, parent teacher conferences and similar events as necessary occurring outside the normal workday, as long as the building administration is also in attendance.

E. Work Year (Instructional Aides/Library Aides/Nurse Aides)

A normal work year shall be the teacher year. The district shall have the discretion to schedule aides during the hours of open house, parent teacher conferences and similar events as necessary occurring outside the normal workday. This section defines the normal work year and shall not be construed as a guarantee of days of work per year. A normal work year shall consist of at least 1,337 hours.

F. Work Week (Instructional Aides/Library Aides/ Nurse Aides)

The work week shall follow the teacher week, except as otherwise provided in this agreement.

G. Work Day (Custodial/Maintenance)

1. The normal workday for all employees shall be eight (8) consecutive hours which may be scheduled from 7:00 a.m. to 3:00 p.m., or from 3:00 p.m. to 11:00 p.m., and shall include one-half ( $\frac{1}{2}$ ) hour lunch period, which shall be taken between 11:00 a.m. and 12:00 noon, and 7:00 and 8:00 p.m., as duties permit. Other similar sequences of shifts may be established with a similar lunch period provided during such shifts. All eight-hour shifts shall include a fifteen (15) minute duty-free

break in each shift during which the employee cannot leave the building or grounds.

2. Half-day or part-time employees (employees working four (4) hours or less) shall not have any paid lunch period but shall be entitled to a fifteen (15) minute paid break scheduled by the supervisor at some time approximately mid-way through the shift.
3. If an employee on a steady shift is off for more than five (5) consecutive workdays and has given prior notice to the District of such absence, then regular employee in the same building shall have the right to replace the absent employee for the duration of the absence. Such replacement right shall be by building seniority, and/or supervisor's discretion. Posting shall not be necessary. A substitute shall then be hired for the temporarily vacated position. When the absent employee returns to work, all employees affected by his/her absence shall return to their regular positions. Should the same employee return to work and then be off again having given prior notice to the District of such absence for more than five (5) consecutive days, the next highest building seniority regular employee in the same building shall have the right to replace the absent employee for the duration of the absence. Posting shall not be necessary.
4. The district has the right to create temporary flex shifts varying the normal workdays and hours of the shifts. These positions will also be available to the bargaining unit for bid. All such shifts will be eight (8) consecutive hours and shall include one-half ( $\frac{1}{2}$ ) hour lunch period and a fifteen (15) minute duty-free break which the employee cannot leave the (building or grounds).
5. The District has the right to assign personnel outside of their normal building and/or section for reasons such as managerial necessity, building specific projects, emergencies, more efficient use of personnel and for District improvements. Direct Supervisor is to provide five (5) day notice of schedule to personnel that is affected and staff is to return to normal building and/or section once work is completed. Such assignments shall not be involuntarily done for arbitrary or capricious reasons.



#### H. Work Day (Secretarial/Technology Support II)

1. 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. This section shall not be considered as a basis for the calculation or payment of overtime which is covered elsewhere in this Agreement.
2. The normal workday shall be 7 ½ hours of work in a 24-hour period on days when the teachers are to work as scheduled in the school calendar; (hereinafter called "long day") and 6 ½ hours of work in a 24-hour period of days when teachers are not to work as scheduled in the school calendar (hereinafter called "short day").

The above listed work hours shall include two (2) paid fifteen (15) minute breaks, one to be granted in the morning, and one in the afternoon.

In addition to the work hours specified herein, each workday shall contain an additional one (1) hour as an unpaid lunch period. An employee may leave the building during his/her lunch period.

3. The normal workday for a part-time 10-month secretary shall be 5 hours of work in a 24-hour period. The schedule for this position will follow the 10-month secretary work year.

The above listed work hours shall include one (1) paid fifteen (15) minute break.

4. Whenever school is canceled, the secretaries/technology support II shall not be required to work. Employees shall not lose pay for any such closing. However, in the event of such closings, secretaries/technology support II shall work up to a total of ten (10) extra hours (one-hour work for one hour off for such closings). These extra hours shall be worked in the following manner:

Scheduling of those extra hours to be mutually worked out by the immediate supervisor and the employee.

5. If, at the School District's discretion, secretaries/technology support II are required to work during a strike by the professional employees of

the Elizabeth Forward School District, they shall work short days at no loss in pay.

6. All Technology Support II employees are District-wide and service all District buildings and levels.

I. Work Day (Instructional Aides/Nurse Aides/Library Aides)

1. 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. This section shall not be considered as a basis for calculation or payment of overtime which is covered elsewhere in this Agreement.
2. The normal workday shall be seven (7) hours of work in a 24-hour period. The above-listed work hours shall include two (2) paid fifteen (15) minute breaks, one to be granted in the morning and one in the afternoon. In addition to the work hours specified herein, each workday shall contain an additional one half (½) hour as an unpaid lunch period. An employee may leave the building during his/her lunch period.
3. Whenever school is canceled, Instructional Aides/Nurse Aides/Library Aides shall not be required to work.
4. Elementary Library Aides will provide front office secretarial coverage for secretaries' one hour lunch period and two fifteen-minute breaks.

J. Calendar

Once adopted by the Board, a copy of the school calendar shall be sent to the President of the Association.

K. Overtime (Custodial/Maintenance)

1. Overtime shall be voluntary and shall be distributed as equally as possible on a rotation basis in each building, (for purposes of this article, Warrior Stadium shall be considered part of the high school) priority being given starting with the employee with the most seniority, except in cases of emergency.
2. The employee shall have the right to refuse overtime; however, when

the employee exercises his/her right, his/her name shall be dropped to the bottom of the rotation list.

3. When overtime must be refused because a prior work assignment conflicts with the overtime available, the employee's name shall remain in the same order of rotation and the overtime shall be offered to the employee with the next highest amount of seniority.
4. When overtime has to be refused because of a prior work assignment or is refused by those eligible, the overtime at Warrior Stadium will be offered district-wide to the employee with the most seniority by rotation
5. Any employee who is called back to work after completing his/her regular workday shall be guaranteed two (2) hours work. Compensation will be at whatever rate appropriate.
6. Any employee who works in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be compensated at the rate of time and one-half (1½) for all additional hours worked.
7. In case of emergency, if all employees refuse to work overtime, the least senior employee within the building shall be required to perform such overtime work.
8. Overtime at the rate of one and one-half (1½) times the regular rate of pay shall be paid for all hours worked by an employee in excess of eight (8) hours worked in any twenty-four (24) hour period.

L. Employer/Employee Responsibilities (Custodial/Maintenance)

1. The Employer shall post a regular work schedule (indicating only the time of the shift) for all employees. Such schedules shall not be changed unless the employee is notified 24 (twenty-four) hours in advance, except in case of emergency.
2. Each employee shall register his/her time on his/her own timecard upon reporting for work and upon leaving at the end of the scheduled day. No employee shall register the time of another employee.
3. Each employee shall be at his/her assigned work location at the beginning, during, and at the end of his assigned shift, unless directed contrary by his/her supervisor.
4. Employees shall be responsible for notifying the immediate

supervisor or his/her designee when unable to report for work and the reason therefore at least three (3) hours before the start of the daylight shift, and at least five (5) hours before the start of the evening shift.

M. Absence or Tardiness

Habitual absence or tardiness or leaving before the end of the employee's scheduled workday shall be grounds for disciplinary action or discharge.

N. Work Stoppage by Other Employees

In the event of a professional employee strike, there will not be more than twenty-five (25%) percent layoff of bargaining unit personnel.

## ARTICLE IX

### HOLIDAYS

A. HOLIDAYS (Custodial/Maintenance)

1. All full-time (12 month) and regular Custodians and Maintenance employees working shall be entitled to the following paid holidays:

New Year's Day  
Good Friday  
Memorial Day  
Picnic Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Monday After Thanksgiving  
Day Before Christmas  
Christmas Day

2. If the paid holiday falls on a Saturday, the employee holiday is Friday.  
If the paid holiday falls on a Sunday, the employee holiday is Monday.

3. Persons working on a paid holiday will be paid one (1) day for the holiday, and the days worked will be paid at the rate of time and one-half (1½).
4. In order to be eligible for holiday pay, an employee must work, unless prevented by illness, on the scheduled workday prior to and following the holiday. In case of absence from work due to illness on the scheduled workday prior to or following a holiday, a doctor's certificate must be provided to receive pay for the holiday.
5. Should a holiday occur during the employee's scheduled days of vacation, he/she shall be granted an extra day of vacation, to be mutually agreed to by the employer and the employee.
6. Any Custodian or Maintenance employee on sick leave, who would otherwise be entitled to a paid holiday, shall receive the holiday pay and shall not be charged for a sick day.
7. All regular employees who are required to work by their supervisor on the mentioned holidays only if it is necessary to meet operating requirements and emergencies or to maintain the facilities, shall be distributed on the rotating basis with priority given to the most senior employee in each building. Refusal of a holiday work assignment shall place the employee's name at the bottom of the list of rotation.
8. In the event that the number of volunteers for a holiday work assignment are inadequate, the least senior employee(s) shall be required to work.

B. Holidays (Secretarial and Technology Support II)

1. Unpaid Holidays

"School term" means the period of time elapsing between the opening of school in the fall of one year and the closing of school in the spring of the following year, plus any additional teacher workdays for in-service or similar duties during the calendar week immediately preceding or following the opening and closing of the school. Employees normally will not be scheduled for work on days when

teachers are not scheduled to be in attendance. Employees will not be paid for such days. If employees are scheduled to work on such unpaid holidays, the rate of pay for such work will be one and one-half (1½) times their regular compensation.

2. Paid Holidays

Employees normally will not be scheduled to work on the following paid holidays. The pay schedule in Article XV does reflect these days as paid holidays. If the employees are directed to work on any of these days, the employees shall be paid time and one-half (1½) their regular hourly rate for all hours worked, in addition to the paid holiday pay.

New Year's Day  
Good Friday  
Memorial Day  
Picnic Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

C. HOLIDAYS (Instructional Aides/Library Aides/Nurse Aides)

1. Paid Holidays

Employees normally will not be scheduled to work on the following paid holidays. The pay schedule in Article XV does reflect these days as paid holidays. If the employees are directed to work on any of these days, the employees shall be paid time and one-half (1½) their regular hourly rate for all hours worked, in addition to the paid holiday pay.

New Year's Day  
Thanksgiving Day  
Christmas Day

## ARTICLE X

### VACATIONS

#### A. Eligibility

1. Individuals shall be eligible for vacation only if employed by the School District as a full time (12 month) employee in a respective classification covered by this Agreement.
2. During the first year of employment, an employee shall earn one (1) day of vacation for each 26 working days until June 30 of the fiscal year in which they began their employment. Vacation days earned during the first year of employment may not be taken until the second year of employment. July 1 of the next fiscal year shall be considered the beginning of the second year of employment for purposes of Article X, Section C. The anniversary date thereafter, for vacation purposes shall be July 1. The vacation earned for the second year shall be taken after the end of the school year.

Annually, beginning July of each year, each employee will be credited their vacation entitlement from the previous year.

A secretary moving from a ten (10) month position to a twelve (12) month position shall begin to accrue vacation with the twelve (12) month position in accordance with Article X, A, 2.

#### B. Scheduling of Vacations

All employees must schedule at least one (1) week of their vacation during the period between one (1) week immediately following the closing of schools and one (1) week immediately preceding the opening of schools; however no more than two (2) weeks can be scheduled during this period. The choice of weeks will be granted based on seniority.

Additionally, all employees must schedule at least one (1) week of the vacation during the period two (2) weeks immediately after the opening of school and two (2) weeks prior to the closing of schools, however, no more than two (2) weeks can be scheduled during this period. The choice of weeks



will be granted based on seniority.

Vacations may be taken one or more days at a time and at any time throughout the year as mutually agreeable between the employee and his/her immediate supervisor. No unused vacation time can be carried over into a subsequent year.

Applications for vacations shall be presented by May 1 and the vacation schedule shall be posted by May 31. All vacations must be approved by a supervisor at least five (5) days prior to the first day of the vacation. Once vacations are approved, they may not be changed except by mutual agreement between the employer and employee.

Only one (1) secretary and technology support II per building or a total of two (2) in the District may be on vacation at any given time when school is in session except at the discretion of the administration.

C. Length of Vacation

The length of vacations for all full-time custodial (12 month), maintenance, secretarial (12 month) and Technology Support II employees shall be as follows:

<u>Years of Service</u>	<u>Vacation</u>
Beginning 2nd year through 8th year	ten (10) working days
Beginning 9th year through 13th year	fifteen (15) working days
Beginning 14th year and additional years	twenty (20) working days

D. Payment

1. Custodial/Maintenance

A vacation day shall consist of eight (8) hours pay at the employee's straight time hourly pay.

2. Secretarial/Technology Support II.

A vacation day shall consist of a long day's pay.

E. Termination of Employment

Eligible employees resigning after their vacation is earned are entitled to vacation pay provided a two (2) weeks' notice is given in advance and worked throughout.

Eligible employees dismissed, other than for just cause, shall be entitled to vacation pay, provided the vacation was earned at the time of dismissal and will be prorated from July 1.

F. Holidays

If a paid holiday occurs on a regularly scheduled workday during the vacation period taken by an employee, then the employee's vacation period shall be extended for such holiday.

## **ARTICLE XI**

### **TEMPORARY LEAVES OF ABSENCE**

A. Sick Leaves

During the first year of employment, sick leave shall be earned on a prorated basis as indicated in Article XI, A, 1 and 2.

Following the first year of employment, each employee is granted sick leave annually as indicated in Article XI, A, 1 and 2.

The sick leave is cumulative, and the employee may use all or part in any one or more years. The Employer reserves the right to require a doctor's certificate if the Employer has probable cause to believe the employee is abusing this privilege or in the event the employee is absent three (3) or more days. No employee's sick leave shall be paid if an accidental injury is incurred while the employee is engaged in any work for which compensation or consideration is paid and which is unrelated to school duties. For secretaries and tech support II, the payment for a sick day shall be at the rate of long days.

Employees who have accumulated unused sick leave days as of the date of

this Agreement shall continue to be entitled to them.

1. For twelve (12) month employees, twelve (12) days sick leave shall be earned per year. Twelve (12) month employees' year shall be eligible for one (1) day of sick leave for every twenty-one (21) days of actual work for the district. Annually, beginning July of each year, each employee will be credited their sick leave entitlement for the year.
2. For ten (10) month employees, ten (10) days sick leave shall be earned per year. Ten (10) month employees who have not worked in the District for a full year shall be eligible for one (1) day of sick leave for every twenty (20) days of actual work for the district. Annually, beginning July of each year, each employee will be credited their sick leave entitlement for the year.

B. Legal Leave

An employee shall be granted time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or jury duty proceeding if the employee is required by law to attend. During such time the employee shall suffer no loss in pay. The employee shall be compensated the difference between his/her wages and the amount he/she receives from attending the proceedings be it jury duty or as subpoenaed witness, except if the litigation is unrelated to the employment of the employee by the Board of Education.

C. Bereavement

1. Death in Immediate Family

In case of death in the immediate family of an employee, the employee is permitted to be absent from work without loss of pay for a period of five (5) workdays. Four (4) of the workdays are to be the first four workdays following the day the death occurred. One (1) workday can be used as a flex day to be used later in the same school year as the death occurred. The flex day must relate to the aforementioned death and the District may request documentation.

The immediate family are mother, step-mother, father, step-father,

brother, step-brother, sister, step-sister, son, daughter, step-child, husband, wife, domestic partner, parent-in-law, step-parent in-law, grandparent, grandchild, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the employee resides.

## 2. Death of a Near Relative

A leave of one (1) day is available for the death of a near relative.

A near relative is defined as grand-parent-in-law, first cousin, uncle, aunt, nephew, niece, brother-in-law and sister-in-law.

## D. Personal Days

Each employee shall be granted two (2) personal days off with pay per year without stated reason upon twenty-four (24) hours advance notice to his/her supervisor. No more than one (1) maintenance employee, two (2) secretaries, and four (4) custodians may take personal leave on the same day or ten (10%) percent of the employees in any one classification. Each year up to four (4) unused personal days may be accumulated. Such personal days may not be used during the first five (5) days that school is in session (including teacher only days or the last five (5) days that school is in session (including teacher only days). Compensation for personal days can only be received at retirement.

## E. Extended Health Benefits

During temporary leave, the payment for benefits shall be discontinued by the District at the end of the month in which the employee goes on temporary leave for employees with less than five (5) years of service. Employees with five (5) or more years of service shall have their benefits paid by the school district for the next 12 months. Employees still pay their portion of the health insurance premium. Once such benefit payments expire, the employee may continue such coverage by paying such premiums to the district at the district group rate, provided it is approved by the appropriate carrier. Employees must return to work and be employed by the district for a period of one (1) year prior to qualifying for any continuation of benefits on a second occasion.

F. Using Sick Leave Instead of Workmen's Compensation

When an employee is off because of an accident occurring in the course of his/her employment which is covered by Workmen's Compensation, the employee shall have the option to:

1. Accept Workmen's Compensation payments as the total amount of compensation due; or
2. If the employee has accumulated sick leave credit, the employee may elect to receive payment from his/her sick leave time provided that the employee shall then endorse over to the School District the Workmen's Compensation payments that he/she receives for wages (not reimbursement money for medicine, physicians or other compensable expenses). Additional sick leave credit will be provided to the employee in return for endorsing over the Workmen's Compensation checks on a prorated basis of one day of sick leave for having endorsed over the equivalent of one day's gross wages.

G. Association Business Days

The officers (president, vice-president, treasurer, and secretary) of the Elizabeth Forward Educational Support Professional Association shall be granted time off with pay for Association business up to a cumulative total for all officers not to exceed the days listed below per year, provided:

1. That the Association will reimburse the school district for the difference between the salary of the regular employee and the cost of the substitute where employed to replace officers who are so absent.
2. No more than two officers shall be absent from the district at the same time.
3. If no substitute is hired, the Association shall reimburse the school district for the full amount of the regular employee's wages:

July 1, 2022 – June 30, 2027 - 17 days per year

4. All requests for the use of Association Business Days by any

Association officer must be submitted to the District Office prior to the use of a Business Day. The request must also contain the signature of the Association president indicating Association approval of use.

## ARTICLE XII

### UNPAID LEAVES OF ABSENCE

#### A. Leave of Absence

An employee who is unable to work because of natural illness or disease and who has exhausted all sick, vacation and personal leave available may be granted a leave of absence without pay for the duration of such illness or disease. All extensions and renewals of leaves shall be applied for in writing by the Employee and be subject to Board approval.

#### B. Illness in the Immediate Family

In the event an employee has illness within the immediate family, the employee shall be granted a leave of absence without pay, not to exceed 365 days commencing with the first day of such leave. The leave is subject to Board approval and without all benefits except accrual of seniority.

#### C. Family Medical Leave Act (FMLA)

#### FAMILY AND MEDICAL LEAVE (Revised January 18, 1995)

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:
  - a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.
  - b. "Family Member" means spouse, child, or parent of an employee.
  - c. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive workdays, i.e., a leave schedule that reduces some of the scheduled workdays or hours per

- d. workday of an employee.
  - e. "Parent" means biological parent or person who stood in loco parentis.
  - f. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
  - g. "Spouse" means husband or wife.
  - h. "Year" means School District fiscal year, i.e., July 1 to June 30.
- 2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the Employer for at least twelve (12) months prior to the leave commencement date; and for at least 1,250 hours of service with the Employer during such previous twelve (12) month period. (Section 2611(2)). An employee shall not be eligible for, and may not take, Family and Medical Leave and a long-term unpaid leave of absence during the same year. (Section 2612(b))
- 3. Leave. Eligible employees shall be entitled to a total of twelve work weeks, i.e., sixty (60) workdays of unpaid leave during any year for one or more of the following reasons. (Section 2612(a)A-D)
  - a. The birth, or the placement for adoption or foster care, of a child. The entitlement to leave for this reason shall expire at the end of the twelve-month period beginning on the date of such birth or placement.
  - b. In order to care for the employee's family member who has a serious health condition.
  - c. Because of the employee's own serious health condition, which causes the employee to be unable to perform employment duties.
- 4. Continuation of Benefits. During the period of Family and Medical Leave, the Employer, at its expense, shall continue to maintain the employee's coverage under the Employer's group health care, dental, vision and life insurance benefit plans which are provided for in Article XIII of this Agreement, at the levels and under the conditions coverage would have been provided if the employee had not taken the leave. Otherwise, the leave shall be without salary or compensation of any kind. (Section 2614)
- 5. Limitation on Leave.



- a. Integration with other leave. Where the Employer provides any other paid leave (i.e., sick leave, personal leave) for which the employee is eligible, the employee shall be required to substitute such leave for the leave provided for herein, and each workday of paid leave shall reduce correspondingly the employee's entitlement to workdays of Family and Medical Leave. (Section 2612(d))
  - b. Notice to Employer. Where the leave is foreseeable, the employee must provide at least thirty (30) days' advance written notice to the Superintendent of Schools, or designee, of the date when the leave is to begin, unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the Employer's operations, subject to the approval of the employee's or family member's health care provider. (Section 2612(e))
  - c. Intermittent Leave. Intermittent leave shall not be permitted except where medically necessary. In the case of intermittent leave in connection with the serious health condition of the employee or his/her family member, and when such leave would constitute twenty per cent (20%) or more of the total workdays in the period during which the leave would extend, the Employer may require the employee to take the leave in a block of work days (not intermittently) for the entire period of leave, or to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request. (Section 2618(c))
  - d. Spouses Employed by the Same Employer. In the following cases when both spouses are employed by the District, their aggregate number of work weeks shall be limited to twelve (12) work weeks during any twelve (12) month period, if taken: (Section 2612(f))
    - (1) For reasons under 3(a); and
    - (2) To care for a sick parent under 3(b).
6. Certificates Regarding Leave. The employee will provide timely

certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for commencement, continuance and return from leave.

A second opinion may be requested by the District. If there are conflicting opinions, a third opinion by a jointly approved health care provider may be requested by the District. Said third opinion will be binding. Second and third opinions shall be at the expense of the District. (Section 2613)

7. Return From Leave. (Section 2618)

- a. Time of Return. The Employee shall return to work at the expiration of the period of leave. For purposes of computation of the length of the leave, periods of paid leave which are required to be integrated with family and medical leave shall be included.
- b. Position Upon Return. Upon return from leave, the employee shall be assigned to same or an equivalent position, in terms of pay and other terms and conditions of employment.
- c. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the Employer the amount of any insurance premiums paid by the Employer for continuation of the employee's health, dental, vision and life insurance benefits during the period of the leave and thereafter to the termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a serious health condition of the employee or the employee's family member, or other circumstance beyond the employee's control.
- d. Periods Near the Conclusion of an Academic Year for Instructional Aides, Nurse Aides, Library Aides and 10-month employees. The following will apply to periods taken near the conclusion of an academic year (Section 2618(d)):
  - (1) Leave more than five (5) weeks prior to the end of year. If the eligible employee begins leave more than five (5) weeks prior to the end of the academic year, the District will require the employee to continue taking leave until the end of such year if the leave is of at least three (3) weeks duration; and the return to employment would occur during the three (3) week period before the end of such year.
  - (2) Leave less than five (5) weeks prior to the end of year. If

the eligible employee begins leave during the period that commences during the period that commences five (5) weeks prior to the end of the academic year for reasons under 3(a) and (b), the District require the employee to continue taking leave until the end of such year if the leave is greater than two (2) weeks duration; and the return to employment would occur during the two (2) week period before the end of such year.

- (3) Leave less than three (3) weeks prior to the end of year. If the eligible employee begins leave during the period that commences three (3) weeks prior to the end of the academic year for reasons under 3(a) and (b); and the leave is greater than five (5) working days, the District will require the employee to continue to take leave until the end of such year.

8. Posting. (Section 2619)

A notice setting forth excerpts from, or summaries of, the pertinent provisions of the Family and Medical Leave Act shall be posted in each faculty lounge or at least one per building.

The adoption of an infant qualifies an adopting parent for the same right to leave without pay that a natural mother has for the care of her child.

D. Childbearing/Child Rearing/Adoption Leave.

1. A pregnant employee shall be entitled to a maternity leave, without pay, of up to one (1) year of continuous leave to begin at any time between the commencement of her pregnancy and the birth of the child. Said employee shall notify the Superintendent in writing of her desire to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided, she is able to properly perform her required functions. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
2. All fringe benefits shall be discontinued by the District during unpaid maternity leave, but may be voluntarily continued by the employee

through payment to the district at the district group rate. Article XI, subparagraph E - Extended Health Benefits may apply if the employee so qualifies for such benefits.

3. While on maternity leave, the female employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, according to guidelines by the Equal Employment Opportunity Commission, issued under the Civil Rights Act of 1964.
4. Upon certification by a physician of the employee's choice that the employee is for medical reasons unable to return to work following the leave shall be granted subject to the limitations of Section 1 of this Article, if such request is made at least (15) days prior to the originally scheduled time for return.
5. Two (2) weeks prior to her return to employment, the employee on such leave shall submit a letter of intent to return. The letter of notification shall be addressed to the Chief School Administrator. If the recipient of a maternity leave fails to make application for return to employment within the conditions of Section 1 or 4 of this Article, said employee forfeits her right to return to work under the provisions of this maternity leave policy.
6. Upon application for return to employment following such a reasonable maternity leave, the Employer shall offer her the job she held before going on the leave of absence, or a substantially equivalent position (in pay and skill) if such jobs are vacant and available, the Employer shall offer her any other available position for which she is eligible until such time as the Employer can, through recognition placement procedures, offer her the job she held before or one substantially similar to it.
7. The adoption of an infant qualifies an adopting parent for the same right to maternity leave that a natural mother has for the care of her child.

E. Personal Leave of Absence.

The Board of School Directors is authorized to grant unpaid personal leaves of absence in situations and for reasons that seem appropriate even if there is no specific provision to authorize such unpaid leaves.

F. Retention of Benefits.

1. The District will do nothing to impair the accumulated benefits to which an employee was entitled at the time the leave of absence commenced, including seniority (for other than salary purposes), vacation, personal

- days, and unused sick leave.
2. Upon return from any leave, the employee shall be returned to his same position or similar position, if available.

## ARTICLE XIII

### INSURANCES

#### A. Health Care Insurance

During the term of this Agreement, the District shall provide Health Care Insurance as follows:

Healthcare coverage shall begin for eligible employees on the first of the month following the date of hire.

An employee must have a compensable workday in order to receive health care insurance for that month unless otherwise covered by another section of this Agreement (i.e. FMLA).

Nurse Aides and Library Aides will receive District provided Individual Health Care Insurance with the option to pay the difference for additional coverage.

Beginning July 1 of the 25<sup>th</sup> year of full-time service in the Elizabeth Forward School District, Library Aides and Nurse Aides will be eligible for Family Health Care Insurance.

1. The Allegheny County Schools Health Insurance Consortium (ACSHC) Performance Flex Blue EPO (Maintenance, Custodial, Full Time Secretarial, Instructional Aide, Library Aide and Technology Support II) hereinafter referred to as EPO.

An Employee has the right to purchase PPO plan and the difference between PPO and EPO will be made through payroll deduction in addition to the EPO monthly contribution. (PPO Contribution is employee elected PPO premium minus same EPO premium plus health care contribution.

2. Health care contributions shall be:
  - 2022-2023: 2% of the healthcare premium
  - 2023-2024: 2% of the healthcare premium
  - 2024-2025: 2% of the healthcare premium
  - 2025-2026: 2% of the healthcare premium
  - 2026-2027: 2% of the healthcare premium

In the event that the professional staff's new contract does not include a health care contribution this contribution will cease when the professional contract is approved. Such coverage shall continue on a twelve (12) month basis from year to year. All employee contributions shall be pre-tax under an IRS 125 Plan developed by the District.

### 3. Non-participation

In the event a full-time employee is receiving health insurance coverage through a non-employee spouse, the employee may elect to drop the District's coverage and receive in its place for non-participation during an entire school year a buyout of \$7,000.00. If an employee receives the buyout, he/she is not eligible for any District paid medical insurances provided in this Agreement (e.g. Health, Dental, Vision).

Employees may re-enroll in the Employer's health plan during Open Enrollment or if eligible because of a qualifying event. In such cases there shall be a pro-rata reduction in the amount at the end of that time period. Payments will be made bi-annually, at the end of January and June.

If both husband and spouse are employees of the District, only one such employee shall be entitled to subscribe to health insurance. The other non-subscribing spouse employee shall be entitled to the \$7,000 buy-out, paid \$3,500 per semester.

### B. Group Term Life Insurance

The following group term life insurance to be provided to all employees to include A. D. and D. premiums to be paid by the District. The appropriate insurance carriers shall be determined by the Board of Education.

Employees shall have the option to purchase additional blocks of \$5,000 of life insurance to be paid by the employee through the District carrier at the same premium rate being paid by the District, provided, that the general contract does not prohibit it or the carrier does not reject such additional coverage.

July 1, 2022 – June 30, 2027     \$25,000



C. Dental Care Insurance

The District shall provide for each employee in the custodial/maintenance, secretarial, technology support II and instructional aide classifications, and his/her dependents basic family dental care insurance with coverage by the Blue Cross/Blue Shield Dental Plan. The District shall provide for each employee in the nurse aide and library aide classifications basic individual dental care insurance with coverage by the Blue Cross/Blue Shield Dental Plan. The plan shall continue to include Riders A, B, C, and D.

Nurse Aides and Library Aides will have the option to pay the difference for additional dental coverage.

Beginning July 1 of the 25<sup>th</sup> year of service in Elizabeth Forward School District, the District shall provide Family Dental coverage for Nurse and Library Aides.

D. Vision Care Insurance

The District shall provide to all employees the option to purchase Vision Care at the employee's expense.

## ARTICLE XIV

### RETIREMENT BENEFITS

An employee must fall under the PSERS retirement eligibility to be eligible for Retirement Benefits afforded in this section.

- A. Upon retirement, an employee entitled to benefits thereof shall receive as wages an additional \$600 plus an additional \$250.00 for six (6) through ten (10) years of service in the Elizabeth Forward School District, and additional \$275.00 for 11 through 15 years of service in the Elizabeth Forward School District, and an additional \$300.00 for 16 or more years of service in the Elizabeth Forward School District.
- B. Retired employees who are not yet eligible for other health care provisions may continue the benefits (one or all) secured by the contract by delivering

the premiums for any desired plan or plans to the District Office on or before the tenth (10th) of the month preceding the month that the premium is due; provided that (a) a general contract does not prohibit it, or (b) the carrier does not reject the coverage.

- C. For retirees, unused vacation and personal days are to be compensated at the employee's daily rate. Payment for vacation days is based on the employee's years of service and the number of days worked in both the previous and current fiscal years. Personal days are granted annually in July.
- D. In the event of retirement or death while in the employ of this district, the Employee or the Employee's estate shall be paid for accumulated unused sick leave at the following rates per day not to exceed 200 days:

July 1, 2022 – June 30, 2027: \$20.00 per day for days 1 through 50; \$30.00 per day for days 51 through 100; \$50.00 per day for days 101 through 200.

## ARTICLE XV

### COMPENSATION

#### A. Compensation (Custodial) - New Employees

- 1. The following shall be the hourly base rate for new employees hired after the effective date of this Agreement:

2022-23: \$18.15  
 2023-24: \$18.69  
 2024-25: \$19.25  
 2025-26: \$19.83  
 2026-27: \$20.42

- 2. Shift Differential (per hour)  
 2022-2027: 2nd (second) Shift \$0.05

#### B. Compensation (Custodial/Maintenance) - Current and Fourth Year Employees

The following shall be the hourly base rate for the respective job



classifications for current and fourth year employees of the School District:

1. Custodial - employees with four (4) or more years (rate per hour)

2022-23:	\$20.74
2023-24:	\$21.36
2024-25:	\$22.00
2025-26:	\$22.66
2026-27:	\$23.34

2. Maintenance - all new and current employees (rate per hour)

2022-23:	\$23.34
2023-24:	\$24.04
2024-25:	\$24.76
2025-26:	\$25.50
2026-27:	\$26.27

3. Shift Differential (per hour)

2022-2027: 2nd (second) Shift \$0.05

C. Uniforms (Custodial/Maintenance)

The District will provide, at no cost to the employee, three (3) new uniform shirts per year that will be worn at all times while on duty, unless their supervisor grants permission otherwise.

D. Compensation (Secretarial)

1. New and Current Employees (Hired during term of this Agreement)

The annual base salary for regular employees in the three (3) secretarial categories are as follows:

Ten (10) month employees' annual salary will be paid bi-weekly over a twelve (12) month period with the first pay to be received in accordance with the pay period in which the employee began work.

1. Ten Month (part-time)

2022-23: \$17,431  
 2023-24: \$17,954  
 2024-25: \$18,493  
 2025-26: \$19,048  
 2026-27: \$19,619

2. Ten Month (full-time)

2022-23: \$26,153  
 2023-24: \$26,938  
 2024-25: \$27,746  
 2025-26: \$28,578  
 2026-27: \$29,435

3. Twelve Month (full-time)

2022-23: \$33,039  
 2023-24: \$34,030  
 2024-25: \$35,051  
 2025-26: \$36,103  
 2026-27: \$37,186

\* For those who fall under the new base salary, if you are entitled to longevity, the longevity pay will be added to the new base salary.

E. Compensation (Technology Support II)

2022-23: \$56,917  
 2023-24: \$58,625  
 2024-25: \$60,383  
 2025-26: \$62,195  
 2026-27: \$64,061

F. Compensation (Instructional Aides/Library Aides)

The following shall be the hourly base rate for the respective job classification for new and present employees:

2022-23: \$16.00  
 2023-24: \$16.48  
 2024-25: \$16.97  
 2025-26: \$17.48  
 2026-27: \$18.00

G. Compensation (Nurse Aides)

The following shall be the hourly base rate for the respective job classification for new and present employees:

2022-23:	\$25.94
2023-24:	\$26.72
2024-25:	\$27.52
2025-26:	\$28.35
2026-27:	\$29.20

H. Change of Classification (Custodial/Maintenance)

1. It shall not be the regular practice to schedule maintenance work for custodial personnel and custodial work for maintenance personnel.
2. When a maintenance employee performs custodial work, the compensation paid to the maintenance employee should be his normal rate.
3. When a custodial employee performs maintenance work for a consecutive period in any one shift for more than one (1) hour, he/she shall receive compensation at the maintenance rate of pay, provided that the specific work assignment was made by the supervisor.
4. The District may hire an outside landscaping company to supplement services provided by Bargaining Unit member(s).

I. Responsibility for Boilers

Primary responsibility for buildings with boilers rests with maintenance employees or with the Manager of Buildings and Grounds.

J. Mileage

Employees required in the course of their regular full-time employment to drive personal automobiles shall be reimbursed for mileage at the IRS allowance rate for tax deduction purposes at the time of the automobile usage.

K. Longevity Pay for all Bargaining Unit employees

1. Beginning July 1 of the 10<sup>th</sup> year of service in Elizabeth Forward School District an additional \$500 shall be added as a permanent part of the employee's salary.
2. Beginning July 1 of the 15<sup>th</sup> year of service in Elizabeth Forward School District an additional \$500 shall be added as a permanent part of the employee's salary.
3. Beginning July 1 of the 20<sup>th</sup> year of service in Elizabeth Forward School District an additional \$500 shall be added as a permanent part of the employee's salary.
4. Beginning July 1 of the 25<sup>th</sup> year of service in Elizabeth Forward School District an additional \$500 shall be added as a permanent part of the employee's salary.
5. Beginning July 1 of the 30<sup>th</sup> year of service in Elizabeth Forward School District an additional \$500 shall be added as a permanent part of the employee's salary.

L. Added Longevity Pay for Instructional Aides and Library Aides

Beginning July 1 of the 25<sup>th</sup> year of service in Elizabeth Forward School District an additional .50 shall be added as a permanent part of the employee's hourly base rate.

M. Overtime Provision (Secretarial/Technology Support II /Instructional Aides/Library Aides/Nurse Aides)

One and one-half (1½) times the base hourly rate for any and all hours worked beyond the normal workday as outlined in Article VIII. Part-time employees will be eligible for overtime once the designated workday hours for full-time employees has been met.

N. EMPLOYEE EVALUATIONS

1. Employees shall be evaluated twice a year (mid-year and end of year) by the employee's immediate supervisor. No employee shall be rated unsatisfactory for arbitrary or capricious reasons.
2. Each employee shall receive a copy of his/her evaluation. By signing the evaluation, the employee does not indicate agreement with the evaluation.

3. A post-evaluation conference will be scheduled with each employee and conducted by his/her immediate supervisor within two weeks of the evaluation dates.
4. In the event an employee receives an unsatisfactory rating at the mid-year or end of year evaluation, they will not receive a pay increase and will be placed on a corrective plan of ninety (90) workdays which shall be designed collaboratively between the employee and the immediate supervisor. This corrective plan shall contain a timeline for improvement; specific areas for improvement; training opportunities, if applicable; and frequent opportunities for feedback. There shall be a formal meeting between the employee and his/her immediate supervisor half-way through the ninety (90) workday corrective action period to formally revisit and reevaluate the effectiveness of the original corrective action plan. Modifications shall be made to the original plan if such modifications are deemed necessary by the immediate supervisor. At the end of the ninety (90) workday period, the employee's performance shall be evaluated again and, if deemed satisfactory, the employee shall be removed from any further corrective action plan. If there is no improvement, the employee shall be subject to progressive discipline.
5. Nothing in this provision shall diminish the Employee's rights under Article III or the Employer's rights under Article V of this Agreement.

## **ARTICLE XVI**

### **MEMBERSHIP DUES DEDUCTIONS**

#### **A. Deduction From Salary**

The employer agrees to deduct monthly Association dues from the first pay each month of any employee from whom written authorization is received and to send such dues to the treasurer of the Association on or before the last day of the month after such deduction is made.

#### **B. List Supplied to Employer**

The Association will provide the Employer with a list of those employees

who have authorized the Employer to deduct dues for the Association in Paragraph A above.

C. Indemnification

The Association agrees to indemnify and save the Employer harmless from any and all claims, suits, demands or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provisions of this section or in reliance on any list, notice or assignment furnished under any of such provisions.

D. Fair Share

In the event that Fair Share again is deemed legal, the language from Appendix II will be followed. Appendix II shall immediately be reinstated and placed in the Contract then in effect between the Elizabeth Forward Education Support Professional Association and the Elizabeth Forward School District.

## ARTICLE XVII

### MAINTENANCE OF MEMBERSHIP

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

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement is held to be invalid, illegal or unconstitutional, such invalidity, illegality or unconstitutionality shall not affect the remaining provisions of this Agreement.

B. Printing Agreement

Within thirty (30) days after the Agreement is signed and a format is agreed upon, sufficient copies of this Agreement shall be printed for both parties at the equal expense of the Board and the Association.

C. No Strike - No Lockout

The bargaining unit and its representatives agree that it will not cause, conduct or participate in a strike as defined in Act 195, the Public Employee Relations Act, and the employer agrees that it will not conduct a lockout during the term of this Agreement.

D. Successor Clause

This Agreement shall be binding upon the parties, their successors, assigns, representatives and heirs.

E. Training

In the event the employer should introduce new equipment to the workplace for use by bargaining unit employees, such employees shall be provided training on the use of such equipment as designated by the School District at its sole cost and expense.

## ARTICLE XIX

### MANAGEMENT

- A. The employer retains its exclusive rights to direct the work force. The Employer, in the exercise of its rights shall observe the provisions of this Agreement.
- B. The rights to manage the School District and Facilities and to direct the work force include, but are not limited to, the right to hire, suspend, discharge, or transfer employees pursuant to this Agreement, and the right to relieve employees from duty because of lack of work or for other legitimate reasons.



C. Alteration or Increase of Duties of Employees

Any permanent revision of mapped or designated areas of buildings which are the assigned responsibility of a custodial employee shall not be increased during the life of this Agreement except after a meet and discuss session is held between the Board of School Directors and the Association pursuant to Section 702 of the Public Employee Relations Act.

In the event that after such a meet and discuss session is held, the Board should implement any permanent revision of a mapped or designated area so as to increase the assigned responsibilities of a custodial employee, such, mapped or designated area(s) shall not be further changed or altered for a period of twelve (12) calendar months after implementation if the effect of such additional change or alteration would be to increase the assigned responsibilities of a custodial employee.

- D. If the skill level of the employee prohibits the completion of required work in the District, the District has the authority to hire an outside contractor or vendor to complete only the work a Bargaining Unit Member cannot complete.



# ARTICLE XX

## DURATION OF AGREEMENT

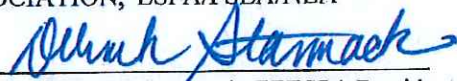
### EFFECTIVE DATE

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2027.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have set their hands and seals on the dates set forth below.

We, the undersigned representatives of ELIZABETH FORWARD EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION, PSEA/NEA, do hereby acknowledge that in accordance with the Constitution and/or Bylaws of same, the following persons were authorized to execute said Agreement, and do hereby execute same, on behalf of and to legally bind all members of the recognized bargaining unit and Association aforesaid.

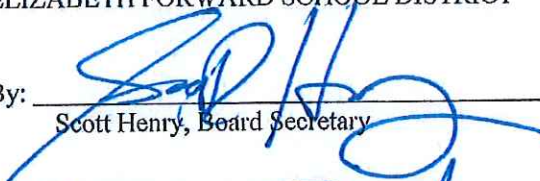
ELIZABETH FORWARD EDUCATIONAL SUPPORT PROFESSIONAL  
ASSOCIATION, ESPA/PSEA/NEA

By:   
Deborah Starmack, EFESPA President

By:   
Nicolle Debevec, EFESPA Vice President

We, the undersigned representative of ELIZABETH FORWARD SCHOOL DISTRICT do hereby acknowledge that the foregoing Agreement was duly approved, ratified and adopted by the necessary majority of the Board and the following persons were authorized to execute said Agreement, and do hereby execute same, on behalf of and to legally bind the School District and Association aforesaid.

ELIZABETH FORWARD SCHOOL DISTRICT

By:   
Scott Henry, Board Secretary

By:   
Thomas Sharkey, Jr., Board President

By:  (Seal)  
Dr. Todd Keruskin, Superintendent

**APPENDIX I  
MEMORANDUM OF UNDERSTANDING**

BY AND BETWEEN

THE ELIZABETH FORWARD SCHOOL DISTRICT (the "District")

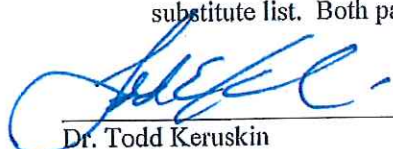
AND

THE ELIZABETH FORWARD EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION (the  
"Association")

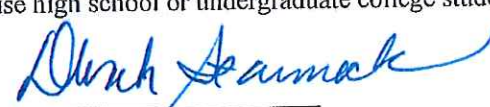
**Summer Help for Custodial Staff  
July 1, 2022 – June 30, 2027**

The points below have been agreed upon by the Elizabeth Forward School District and the EFESPA for the Five-Year Contract between Elizabeth Forward School District and the EFESPA Summer cleaning of District schools and buildings.

1. The EFESPA Association will agree to having 16 additional workers, substitute wages, no benefits, to be in the schools to help with summer cleaning.
2. These 16 additional people would serve in the following capacity:
  - a. **Two** will be assigned to each elementary building (Central, William Penn, Mt. Vernon and Greenock). **Four** would be assigned at both EFMS and EFHS.
  - b. These 16 people would serve as additional help in their respective schools.
3. The Association is agreeing to the additional substitutes to help during the summer months, starting the first full week after the students are gone. The substitute employment will come to an end one week prior to the teachers/faculty returning. This agreement will afford the Manager of Buildings and Grounds the opportunity to start a schedule/routine for the custodial staff. This schedule will streamline the work and make it more manageable for our custodians to know exactly what is expected of them, give them a timeframe of expected deadlines and dates, not only in the summer months, but throughout the year.
4. The District has the right to hire additional subs, but they cannot be used unless a full-time custodian has called off, sick day, vacation day or personal day.
5. If one of the 16 additional workers, referenced above, calls off, they may be replaced with a substitute. With the agreement that no more than 16 total additional workers are assigned on any given day.
6. The District and Association have agreed to use only established employees already employed by the Elizabeth Forward School District, either as a full-time employee or already on the custodial substitute list. Both parties have also agreed to not use high school or undergraduate college students.

  
Dr. Todd Keruskin  
Superintendent

12/8/22  
Date

  
Mrs. Deborah Starmack  
President, EFESPA

12-8-22  
Date



## APPENDIX II

### Fair Share Wording from EFESPA Contract

#### A. Fair Share - Payroll Deduction.

1. Fair Share Fee. Each employee member of the collective bargaining unit, who is not a member of the Elizabeth Forward Educational Support Personnel Association, PSEA/NEA, shall be required to pay to the Association a fair share fee as defined by Act 84 of 1988 (71 P.S. 575)
2. Implementation. To implement this Fair Share provision, the Association shall provide the Employer with the name of each non- member employee who is obligated to pay a fair share fee and the amount of the fee that the employee is obligated to pay. At least three weeks in advance of the first deduction, the amounts to be deducted shall be certified by the Association to the Employer, together with a schedule of the payroll dates when the deductions are to be made. The aggregate deductions of all such fair share fees shall be remitted with an itemized statement to the Association.
3. Employee's Exclusive Remedy. An aggrieved employee's exclusive remedy under this Section shall be the procedures set forth in Act 84 of 1988, and such employee shall have no recourse to the grievance procedure set forth in this Agreement.
4. 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 School 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 such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.
5. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.