



SOUTHMORELAND SCHOOL DISTRICT PLAN FOR EDUCATIONAL SUPPORT STAFF

JULY 1, 2023 - JUNE 30, 2025

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Article I

Recognition

Section 1: The membership of the Southmoreland Educational Support Personnel; hereinafter referred to as SESP should include, but are not limited to the following positions when they are filled: (Also included in Appendix A)

Tier I

Nursing Assistant (10 month, full time)
Temporary Social Worker (10 month, full time)

Tier II

School Police (10 month, full time)
Intervention Officer (Full and Part Time)
Armed Security Officer (Full and Part Time)
Unarmed School Security (Full and Part Time)

Tier III

Crossing Guards/Greeters (10 month, part time)
Van Drivers/Van Aides

Section 2: The term "employee" when used in this agreement, refers only to regular full-time and regular part time Tier I and Tier II employees occupying one of the classifications set forth in Appendix A.

- A. A Tier I Full Time Employee** is defined as any employee who is hired to fill a position in the TIER I Category and who works more than 30 hours per week on average over a ten (10) month period. (Nursing Assistant)
- B. A Tier I Part Time Employee** is defined as any employee who is hired to fill a position in the TIER I category and who is regularly scheduled to work two (2) but less than five (5) hours per day over a ten (10) month period.

- C. A Tier II Full Time Employee** is defined as any employee who is hired to fill a position in the TIER II Category and who works more than 30 hours per week on average over ten (10) months (School Police, School Security - Armed and Unarmed, Intervention Resource Officer.)
- D. A Tier II Part Time Employee** is defined as any employee who is hired to fill a position in the TIER II Category and who works less than 30 hours per week on average over ten (10) months.
- E. A Tier III Full Time Employee** is defined as any employee who is hired to fill a position in the TIER III Category and who works more than 30 hours per week on average over ten (10) months.
- F. A Tier III Part Time Employee** is defined as any employee who is hired to fill a position in the TIER III Category and who works less than 30 hours per week on average over ten (10) months.
- G. A Temporary Employee** is excluded from coverage under this agreement and is defined herein as any person who is hired as a replacement for a regular full time or regular part time employee who is on sick leave or other approved leave absence and who is expected to return to employment (i.e. substitute) or someone who is hired for a specific nonrecurring task for a fixed period of time. Temporary employees shall not be entitled to any benefits, rights or entitlements under this agreement. The District may assign temporary employees to any work assignment at their sole discretion provided that any such assignment does not reduce the daily work hours of any regular full-time or regular part-time employee covered herein.

Article II

Hours of Work Week

Section 1: The work week shall be defined as five (5) work days within a seven (7) consecutive day calendar period.

Section 2: No employee is guaranteed any hours beyond their regularly scheduled work day. In the event of the absence of an employee, the district may elect to modify, use substitutes, or adjust other employees' schedules to give them the opportunity to work extra hours.

Section 3: Notwithstanding any provisions herein to the contrary, the District reserves the right to reassign employees. The District reserves the right to adjust the daily work hours and work week based on the operational needs of the District.

Article III

Overtime

Section 1: The District shall maintain the sole and exclusive right to determine the necessity for overtime. Employees shall receive time and one-half (1 1/2) their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any one work week.

Section 2: Only hours actually worked, excluding holidays, bereavement and jury duty shall be counted as time worked in computation of overtime. Personal days and vacation days shall not be counted as time worked in the computation of overtime.

Article IV

Observance of School Board Rules

Section 1: The District shall have the right at any time to adopt and put into effect reasonable rules and regulations not in conflict with this agreement.

Section 2: Those considered a member of Southmoreland School District will comply with the School Board's rules and regulations relating to safety, economy, and continuity and efficiency of services to the public.

Article V

Sick Leave

Section 1: TIER I Full Time Employees shall be entitled to ten (10) days of sick leave in any given year. Unused sick days will accumulate from year to year. An employee who has completed at least fifteen (15) years of service with the Southmoreland School District or twenty (20) years of combined service as a professional employee with another District and Southmoreland School District who retires while this agreement is in effect shall receive \$70.00 per unused sick day upon retirement.

Section 2: TIER II Full Time Employees shall be entitled to ten (10) days of sick leave in any given year. Unused sick days will accumulate from year to year. (Part Time Employees are not permitted sick leave.)

Section 3: TIER III Full Time Employees shall be entitled to five (5) days of sick leave in any given year. Unused sick days will not accumulate from year to year. (Part Time Employees are not permitted sick leave.)

Section 4: Any unused sick days, accrued in the total of ten (10) per year may be rolled over to a subsequent year, but not exceed a total of 20 at the end of any school fiscal year without permission of the Employer.

Section 5: The payment of sick leave will be calculated on the hours per day normally worked by the employee not to exceed eight (8) hours per day or forty (40) hours per week.

Section 6: Each employee shall submit a medical certification indicating that he or she was unable to perform his/her duties due to sickness for three (3) or more consecutive days. All absences shall be deducted from the employee's unused accumulated sick leave balance.

Section 7: When a set pattern of sick leave use appears to be established by an employee, the employee shall be notified in writing of this fact by their immediate supervisor. If the set pattern of sick leave use continues after such notification, the employee shall be required to present a doctor's certification for each of the next three (3) instances of sick leave absences. If an employee fails to do so, disciplinary action will be taken and the employee shall not be paid for his or her absence.

Section 8: Sick days may be taken in half or full day increments. This applies to regular full time employees only.

Article VI

District Work-Related Injury/Disability

Section 1: A work related injury (disability that requires an employee to be absent from employment with medical verification will be eligible for the following:

- A. Health Insurance will be provided for first two (2) months
- B. After two (2) months, life insurance and health insurance will continue for one (1) month for each year worked, up to a maximum of fourteen (14) months. Once this provision has been utilized, working years must be reestablished, based on the return date of employment.
- C. Upon return to work from a work related injury/disability, the employee must work sixty (60) continuous days before the employer shall again provide medical benefits for any subsequent disability.
- D. If after the expiration of (a), (b), the employee is unable to return to work, due to a work related injury/disability, the employee may apply for an unpaid leave of absence in accordance with the Article VII hereof. If after this leave expires, the employee is still unable to return to work, the seniority and employment status for all purposes and the position shall be declared vacant.
- E. During the period of absence due to a work-related injury/disability, the employee shall not accrue vacation, sick days or be paid for holidays and personal days, or be eligible to take earned vacation.

Article VII

Unpaid Medical Leave

Section 1: For any employee who requests an unpaid medical leave of absence, they must apply for such leave and include a medical certification indicating the reason for the leave.

Section 2: The following provisions shall govern unpaid medical leaves:

- A. Prior to the beginning date of the leave, the employee shall submit a written request for the leave.
- B. The beginning and ending date for the leave shall be determined jointly by the employee's licensed physician and the employee. Medical verification by the employee's licensed physician indicating the medical necessity for the leave must be presented to the District. Furthermore, it is understood that satisfactory medical evidence of continued illness or disability shall be provided to the District by the employee at such time(s) and in such a manner as the District may require.
- C. The leave shall be up to one (1) calendar year from the beginning of the effective date of the leave. If the employee wishes to return to work prior to the ending date of his/her leave, the employee may do so provided he/she submits medical certification verifying that he/she is able to resume his/her duties.
- D. Employees may maintain all their fringe benefits during any unpaid medical leave after accumulated sick leave has been used, according to the following:
 1. Less than one (1) year of service- employees may continue to be covered by life insurance and health insurance, providing the individual pays the full premium.
 2. After one (1) year of service, coverage for life insurance and health insurance will continue for one (1) month for each year of continuous service, maximum of eighteen (18) months (except work- related injury). The employee is required to pay their premium contribution during this period.
 3. Otherwise, an employee may maintain all of their fringe benefits during an unpaid leave of absence provided they timely pay the monthly premiums as designated in writing by the District. The District shall not be liable in any manner for any lapse in coverage which results from the employee's failure to timely pay the monthly premiums, provided the District has properly notified the employee at the start of leave.

Section 3: The District's decision on whether to approve any unpaid medical leave will be final.

Section 4: Unpaid medical leave shall only be approved after any available FMLA leave benefits have been utilized and expired for that eligibility period.

Article VIII

Bereavement Leave

Section 1: The employee may hold one (1) day from the bereavement allotment to be used within 30 calendar days from the date of death of a qualifying deceased person to attend to the deceased's estates/affairs. The district has the right to request verification for purpose for the day. This leave only applies when the employee is scheduled to work, excluding weekends unless an employee's regularly scheduled work week included a weekend day or days. Employees shall be entitled to their regular daily pay during absence resulting from the death of a relative in accordance with the following provisions.

- A.** A maximum of four (4) work days from the date of death shall be permitted in each instance of the death of current spouse, parent, child, step-parent, stepchild, brother, sister, half- brother, half-sister, step-brother, step- sister, parent-inlaw, grandchild, or any other person who resides in the same household of the employee.
- B.** In case of death of a near relative, there shall be no reduction in salary of said employee for absence on the day of the funeral. A near relative is defined as a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandfather, grandmother, or first cousin.
- C.** Requests for exceptions to the above policies must be presented to the Superintendent or Designee.

Article IX

Family and Medical Leave

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993. The District will use a rolling twelve (12) month leave year.

Section 1: Job Protection

Under the Family and Medical Leave Act of 1993, the employee shall be provided with up to twelve (12) weeks of unpaid job protection for the purpose of rearing children recently born or adopted; for care of a seriously ill spouse, child, or parent or for a serious health condition that renders the employee unable to perform the job responsibilities.

Section 2: Health Benefits

For the duration of the twelve weeks covered under the Family and Medical Leave the employee's health benefits shall continue with the employee's and employer's contribution remaining the same,

Section 3: Unforeseeable Leave

When the request for such leave is unforeseeable, the employee shall provide the Superintendent with as much notice as possible.

Section 4: Extension of Leave

The twelve (12) week unpaid leave may be extended to, but not in excess of, one year. The employee shall provide the Superintendent with a minimum of thirty (30) day notice at the beginning of said leave and a minimum of 30 day notice at the end of such leave, in the event of a foreseeable leave of absence. During such an extension, no salary shall be paid to the employee. The employee shall be entitled to continue insurance benefits at his/her own expense by remittance of the specified amount to the administration office.

Section 5: Resumption of Position

The employee shall be entitled to resume their former position if it exists and is available or a substantially equivalent position if one exists and is available and shall enjoy all rights and privileges to which the employee was entitled at the commence of such a leave.

Section 6: Additional Unpaid Leave

Absences due to illness prior to or following a paid holiday must have certification of illness from a doctor in order to receive holiday pay.

Section 7: Holiday pay shall be calculated on the basis of the employees' regular rate of pay for their regularly scheduled work day.

Article X

Personal Days

Section 1: Full-Time Employees shall be permitted two (2) personal days leave of absence, in any one (1) school year.

Section 2: Notice of intent to take a personal day must be submitted to the employee's immediate supervisor at least two (2) days prior to leave. In case of emergency, the notice can be waived.

Section 3: Personal days cannot be taken on a day prior to or directly following a holiday.

Section 4: Unused personal days do not roll over to the next school year.

Article XI

Wages

Employees covered herein shall be paid in accordance with Appendix "A" attached hereto and made a part hereof. Pay will be received via direct deposit. Monies will be deposited to the financial institution determined by the employee via the District's direct deposit forms filed with the payroll office.

Section 1: Annualized Salary Method

- A. The employee shall receive his/her annual salary commencing with the first pay in September (provided the employee is active in the payroll system and eligible to be paid) so long as active in payroll, and will be paid in twenty-six (26) installments every other Friday (bi-weekly) thereafter. The amount received, in equal installments, will be equal to the quotient arrived at by dividing the yearly salary by the number of pays in a given year. This could be 26 or 27 pays dependent upon the salary year. The employee will be paid an annual salary as set forth in Appendix A.
- B. The first pay will be no sooner than 14 days nor later than 21 days after beginning work but in no event sooner than 10 business days from the date that the Business Office receives the necessary payroll documents. The work days shall coincide with the academic school year calendar as approved by the School Board consisting of 185 days. In the event that the academic school year is altered, the Employee's actual work days may be changed to coincide. The first annual 26 bi-weekly pay cycle will commence with the first in-service days at the beginning of the fall semester on the first regular bi-weekly pay cycle of the District thereafter.
- C. Each employee will be required to sign a copy of this Plan so as to constitute a written agreement indicating their consent to the above "Annualized Salary Method" and if the employee either at the beginning of employment or for a subsequent year.
- D. An employee who terminates employment during the school academic year and is still owed earned but unpaid wages will be paid in the next pay cycle no later than 15 calendar days after submission of all required documentation and, if required, School Board approval.
- E. If the employee does not want the "Annualized Payment Method" his/her pay spread over the number of bi-weekly payrolls in the school year but rather to be paid as earned, then the employee must notify the Business Office in writing with their initial payroll documents or if subsequently desiring to change for a succeeding year no later than the April 1st preceding the next school year. Anyone who chooses not to participate in the Annualized Salary Method must continue to pay for benefits during the summer months as invoiced or benefits will be terminated.

Section 2: Extended School Year

If an employee works for an Extended School Year ("ESY") the additional pay for those days will be added to the next bi-monthly payday without being spread over the 26 bi-weekly pay days.

Article XII

Other Benefits

Section 1: Health Insurance Coverage

- A. Eligibility: Tier I, Tier II, and Tier III full time employees shall be eligible to receive (if they so choose) PPO Option G, vision care coverage, and dental benefits will be provided to the administrator or such plan of general applicability for other district nonprofessional employees then in effect.
- B. Part Time Employees shall not receive healthcare benefits.
- C. The employer reserves the right to change insurance carriers for coverage referenced in the item above.
- D. Employee Contribution: Beginning July 1, 2023 , employees who receive District Provided healthcare coverage shall pay the following amount toward premium:

Qualifying members in Tier I, Tier II, and Tier III

Employees shall pay 10% toward their health insurance premium

- E. Open Enrollment: The option to enroll in or opt out of dependent coverage under the health insurance plan shall be limited to the open enrollment dates as determined by the Business Office. Currently open enrollment is July 1 of each year.
- F. In the event of an extended leave of absence due to a single catastrophic accident or illness to the employee, and said employee has used all accumulated sick leave on or after the first day of work in the fiscal year, but prior to January 1 , the employee shall be placed on uncompensated sick leave through the following June 30. Requests for an additional unpaid leave of absence will be submitted to the Board of School Directors. The decision whether to grant additional unpaid leave of absence by the Board is final and binding.
- G. If an employee has used all accumulated sick leave on or after January 1 but prior to June 30, the employee shall be placed on unpaid sick leave until the following January 1. The Board of School Directors on an individual basis shall approve all further requests for extension of unpaid leave of absence.
- H. Employee Responsibilities:
 - 1. The employee is responsible for initiating this coverage through the business office and for modifying the coverage when necessary. Failure to modify the coverage will result in the employee paying the excess premium for which the employee is not eligible.
- I. Waiver of Hospitalization Benefits:
 - 1. A full time Tier I, Tier II or Tier III employee, who is covered by a spouse's hospitalization plan may elect to accept \$1500.00 per year in lieu of coverage.
 - 2. The waiver shall be for one year unless an employee loses insurance coverage under the spouse's plan, whereby he/she may return to the district program. The \$1500 will be prorated and returned to the district.

Section 2: Dental Insurance

- A. The District shall provide, at no additional cost to the employee, dental insurance for those who are full time TIER I, TIER II, and Tier III employees.
- B. Full coverage in accordance with the terms of the dental plan stated above will be provided for the individual employee and family as appropriate (Subject to underwriter's approval).

Section 3: Vision Insurance

- A. The District shall provide, at no cost, Family Vision Care coverage for full time TIER I, TIER II, and Tier III employees.

Section 4: Life Insurance and Accidental Death Insurance (Full Time Tier I, Tier II, and Tier III Employees Only)

- A. The District will provide Group Term Life insurance Policy \$35,000 in Group Life Insurance and Accidental Death and Dismemberment coverage.
- B. The full premium will be paid for by the District for Full Time TIER I, Tier II, and Tier III employees. (Subject to insurance underwriter's approval.)

The employer reserves the right to change insurance carriers for coverage stated provided benefits are equal to those currently provided in this understanding.

Section 5: Jury Duty

- A. Employees who are called for Jury Duty will be excused with pay, for the time spent on such Jury Duty. The District will pay the difference between the employee's regular rate of pay and the amount they receive for such jury duty. The employee shall present a receipt from the Court verifying the amount he/.she was paid.
- B. Employees shall be reimbursed for time lost because of attendance at a court proceeding at the request of the school district or in response to a subpoena served on the employee by the school district.

Section 6: Vacation

- A. Tier I, Tier II, and Tier III employees are not eligible for paid vacation.

Section 7: Paid Holidays

All Full-time Tier I and Tier II employees will be paid the following holidays during their time of employment:

Labor Day
Thanksgiving
Monday Following Thanksgiving
Day Before Christmas
Christmas
Day After Christmas
New Year's Day

Good Friday
Memorial Day
4th of July (12 month employee only)

Tier III employees are not eligible for paid holidays.

In order to qualify for holiday pay, the employee must work their full regularly scheduled day preceding the holiday and their first full regularly scheduled work day following the holiday. If the employee works a holiday, he shall be paid for the holiday plus his regular rate of pay for all hours worked.

Personal absences prior to or following a scheduled holiday or the opening and closing dates for school must be approved by the immediate supervisor. Requests for absence must be made, in writing, not less than fourteen (14) days in advance of effective

Article XIII

Rights of Employees

Section 1: Personnel File

- A. No derogatory material shall be placed in an employee's file without a conference and review of material with said employee. The employee shall acknowledge by signature that he/she has reviewed the material and may include in the file a rebuttal to said material.
- B. An employee may request to review the contents of their personnel file. The employee may request a copy of any material in said file at his/her own expense.

Section 2: Procedure for Resolving Differences

- A. When the employee feels that an action involving them has been taken, and that said action is not in the spirit and intent of this understanding, nor of long standing practice within the District, an employee may resort to the following procedure:

Administrative Supervisor:

- 1. The employee shall institute discussion with the immediate administrative supervisor within ten (10) calendar days of becoming aware of such a difference.
- 2. Said supervisor shall respond within ten (10) calendar days of initial discussion. Either party may request both the initial contact and response in writing.

Superintendent:

- 1. If the employee still feels that the difference requires further discussion, they may apply to the Superintendent within ten (10) calendar days of the response of the Administrative Supervisor.
- 2. The Superintendent shall respond within ten (10) calendar days of this request. Either party may request both the initial contact and response in writing.

Board of Education

1. If the action from the Administrative Supervisor and Superintendent fails to resolve the difference to the satisfaction of the affected parties, they may within fifteen (15) calendar days submit the matter in writing to the Southmoreland Board of Education.
2. The Board shall respond, in writing, within 30 days of notice. The decision of the board in such an event shall be considered final.

Section 3: Seniority and Transfer**A. Seniority for Tier I Employees**

1. In the event of workforce reduction seniority would take precedence. Seniority shall be defined as a continuous length of service district wide. When two (2) or more employees are hired on the same date, their seniority rank shall be determined by lottery.
2. In the event of furlough, any employee identified for furlough shall be realigned into any position, which she is qualified to hold. All realignments shall be accomplished in such a manner to furlough the least senior employees.
3. Recall of furloughed employees shall be in the inverse order of layoffs (senior employee shall be called back first).

B. Transfer (Tier I Employees)

1. An employee who is transferred to a different position by the Board shall suffer no loss of wages if the new position is in a lower pay category, unless the transfer is for disciplinary reasons or due to a bump resulting in work force reduction.
2. If an employee requests a transfer to a lower position, the salary will be lowered accordingly.

Appendix A

Salary Schedule

1.6% Increase	Current Salary	2023-2024	2024-2025
Tier I			
Nursing Assistant	\$33,201.00	\$33,734.82	\$34,268.64
Tier II			
School Police	\$23.93/hr	\$24.31/hr	\$24.70/hr
Unarmed School Security	\$13.53/hr	\$13.75/hr	\$13.97/hr
Armed Security Officer	\$19.38/hr	\$19.69/hr	\$20.01/hr
Intervention Officer	\$14.28/hr	\$14.51/hr	\$14.74/hr
Tier III			
Crossing Guard/Greeter	\$10.63/hr	\$10.80/hr	\$10.97/hr
Van Driver	\$14.81/hr	\$15.05/hr	\$15.29/hr
Van Aide	\$82.81/day	\$84.13/day	\$85.48/day