

THE NINTH

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CARLYNTON SCHOOL
DISTRICT**



**AND CARLYNTON FEDERATION OF
TEACHERS, AFT LOCAL #2120, AFT-PA, AFL-CIO**

SECRETARIAL-CAFETERIA-AIDES UNIT

JULY 1, 2024 – JUNE 30, 2029

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PREAMBLE

THIS AGREEMENT is made by and between the Carlynton School District, sometimes called "District" or "Employer" and the Carlynton Federation of Teachers, AFT Pennsylvania Local #2120, AFT-PA, AFL-CIO, Secretarial-Cafeteria-Aides Unit, sometimes called the "Federation."

ARTICLE I
RECOGNITION

- 1.1 The District recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, and other terms and conditions of employment, for those persons filling positions set forth and described in the certification issued by the Pennsylvania Labor Relations Board at No. PERA R-91-332-V. (10-09-91)
- 1.2 Definitions
- (a) "District" is the Carlynton School District.
 - (b) "Federation" is the Carlynton Federation of Teachers, AFT Pennsylvania Local #2120, AFT-PA, AFL-CIO - Secretarial-Cafeteria-Aides Unit.
 - (c) "Employee" is a permanent member of the bargaining unit described in 1.1. above.
 - (d) "Full-time Employee" refers to those employees who work:
 - (1) Five hours or more per day, exclusive of the unpaid one-half (1/2) hour lunch period
 - (2) A normal work week of five (5) consecutive days, Monday through Friday
 - (3) Are employed for a minimum of 181 instructional calendar days.
 - (e) "Regular Part-time Employee, Class IV Employees" refers to all other employees in this unit, which presently includes but are not limited to, the following jobs:
 - (1) Lunchroom/Playground Aide
 - (2) General Cafeteria Worker
 - (f) The use of male or female gender in this Agreement is not intended to describe any employee or group of employees, but is intended to apply to all employees regardless of sex.
- 1.3 Unless hereinafter expressed, the conditions and terms of this Agreement shall apply to all employees of this bargaining unit.
- 1.4 Supervisory personnel shall not engage in bargaining unit work to the extent that a reduction of hours of work, length of work year or numbers of employees might result.

ARTICLE II
STATEMENT OF INTENT

2.1 Separability

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

Within thirty (30) days, the parties shall meet with the intention of negotiating a substitute provision for that deemed to be void.

2.2 Statutory Savings

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

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definition

(a) A grievance shall be defined as a complaint by an employee against an act or condition on the grounds that it represents a violation, misinterpretation or misapplication of this Agreement. The procedure established in this article is the exclusive procedure for processing grievances.

(b) Aggrieved

An "aggrieved" is the employee or employees making the claim.

(c) Day

For the purpose of this Article, the term "day" means a calendar day, excluding Saturdays, Sundays and official school holidays.

3.2 Right to Representation

Any aggrieved may be represented at all stages of the grievance procedure by themselves and/or, at their option, by a representative selected or approved by the Federation. When an aggrieved is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of the grievance procedure. If an employee represents the aggrieved and if this employee elects to accompany the aggrieved to any formal meeting during their

working hours, the employee shall seek temporary relief from performing their duties and responsibilities from their immediate supervisor. The employee representing the aggrieved shall be required to work the number of minutes they were absent from their duties and responsibilities or be subject to an appropriate pay deduction.

3.3 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 as a maximum and every effort should be made to expedite the process. Meetings shall be scheduled at mutually convenient times during said time limits. The time limits specified may, however, be extended by mutual agreement.

3.4 Step Progression

Step 1.

- (a) A sincere attempt should be made to resolve any complaint by discussion between the employee and their immediate supervisor before differences become formalized as grievances. An employee with a complaint shall first discuss it with their immediate supervisor within five (5) days of when the employee knew or reasonably should have known of the event giving rise to the grievance, with the objective of resolving the matter informally.

Step 2.

- (a) If the complaint is not satisfactorily adjusted in the informal conference, then within five (5) days of the informal conference the Federation may submit a grievance on a grievance form to the immediate supervisor. The grievance at this stage shall have the signature of the president of the Federation. The signature of the president is an acknowledgment that they are aware of the grievance but does not necessarily agree or disagree with the complaint.
- (b) Upon receipt of a grievance in writing, the immediate supervisor shall, within five (5) days, meet and confer with the Federation. At this conference the facts shall be brought out and an effort made to resolve the grievance to the satisfaction of all concerned.
- (c) The immediate supervisor shall make a decision and communicate it in writing to the Federation within five (5) days after the completion of the conference.

Step 3.

- (a) The decision of the immediate supervisor may be appealed, within five (5) days after its receipt, by the Federation in writing to the Superintendent or their designee.

- (b) Within five (5) days after the receipt of the appeal, the Superintendent or their designee shall meet and confer with the Federation. The Superintendent may include in the conference supervisory personnel or other persons as they consider to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.
- (c) The Superintendent or their designee shall make a decision and communicate it in writing to the president of the Federation within five (5) days after completion of the conference.

Step 4.

- (a) The decision of the Superintendent may be appealed by the Federation to the Board of School Directors within five (5) days after its receipt. To be valid the appeal shall be in writing and shall be signed by the grievant and the president of the Federation.
- (b) The Board, or its authorized committee, shall meet and confer with the Federation. Such a conference shall be held as soon as it may be scheduled but not later than thirty (30) days following the receipt of the notice of appeal from the Federation president. The Board of School Directors may include in the conference such administrative employees, other school district personnel and other persons as it considers to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.
- (c) The Board of School Directors, or its authorized committee, shall make a decision and shall communicate its decision in writing to the Federation president within fifteen (15) days after said conference.

Step 5.

- (a) If the Federation is not satisfied with the disposition of its grievance at Step Four, then within fifteen (15) days after receipt of the written decision by the Board of School Directors, or its authorized committee, it may file a written request with the Employer for binding arbitration as provided in Article IX, Section 903 of Act 195. The Employer shall receive a copy of this request and it shall have ten (10) days after receipt of the request in which to notify the Federation as to whether it is willing to proceed to arbitration.
- (b) Within ten (10) days after the Federation has notified the Employer, the parties to the grievance shall attempt to agree upon an arbiter. If they are unsuccessful, either party to the grievance shall within such ten (10) days make a request for a list of seven (7) arbiters to the Pennsylvania Mediation Bureau. The Federation and the Employer shall alternately strike a name until one name appears.

- (c) The arbiter so selected shall confer with the parties to the grievance concerning prompt scheduling of the hearing. The arbiter shall issue their decision not later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, then thirty (30) days from the date all final statements and briefs on the issue are submitted to him. The arbiter's decision shall be in writing and any set forth his findings of fact, reasoning and award. The arbiter shall be without power or authority to make any decision which requires the commission of an act prohibited by law, which is in violation of the terms of this Agreement, which amends or modifies this Agreement, or which adds to or detracts from this Agreement. The decision shall be within the scope of the arbiter's decision and confined to the grievance as submitted for their determination. The decision of the arbiter shall be submitted to the parties to the grievance and shall be final and binding.
- (d) The cost of the service of the arbiter including per diem expenses, if any, and actual and necessary travel expenses, and cost of the hearing room shall be borne equally by the parties to the arbitration. Incidental expenses, if any, incurred by either party shall be paid for by the party incurring the same.

3.5 Miscellaneous

- (a) If in the judgment of the Federation a grievance affects a group or class of employees, the Federation may submit such grievance in writing to the Superintendent and a copy simultaneously to the involved immediate supervisor(s). The processing of such grievances shall be commenced at Step 3 of Section 3.4 and may follow through all remaining levels of the grievance procedure. The Federation may process such a grievance through all levels of the grievance procedure even though the aggrieved do/does not wish to do so.
- (b) Any grievance arising out of a situation in which the Federation and employee agree the immediate supervisor is without authority to act shall be submitted in writing to the Superintendent with a copy going simultaneously to the involved immediate supervisor(s). The processing of such a grievance shall be commenced at Step 3 of Section 3.4 and may follow through all remaining levels of the grievance procedure.
- (c) Forms for filing grievances shall be prepared jointly by the District and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.
- (d) Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.
- (e) Failure to advance a grievance to the next higher step within the time limits prescribed herein shall mean the grievance is settled on the basis of the response not timely appealed.

- (f) The parties may, by mutual written agreement, extend the time limits in all steps of this Article.
- (g) Conference and hearings at steps prior to the arbitration step shall, unless otherwise required by the School District, be scheduled following the conclusion of the effected employee's work day. The time and place will, to the extent practicable, afford a fair and reasonable opportunity for all involved parties, entitled to be present, including witnesses.
- (h) Grievance conferences shall be restricted to consideration of the stated grievance or grievances.
- (i) If the School District requires that a grievance meeting be held during the work time of an employee, there shall be no loss in pay for the employee who is required to attend. The number of Federation representatives in attendance shall not exceed the number whose presence is authorized by the appropriate step of the grievance procedure. (See Section 3.2)

ARTICLE IV RIGHTS OF THE PARTIES

4.1 Right to Organize

Employees have the right to organize, form, join or assist in employee organizations or to engage in lawful activities for the purpose of collective bargaining or other mutual aid and protection consistent with maintenance of membership provisions of this Agreement and with Act 195 of 1970.

4.2 Discipline

- (a) Employees shall be disciplined only for just cause and only for failing to fulfill their duties and responsibilities as an employee. If the Employer has just cause to reprimand an employee, it shall, if practical, be done in a manner that shall not embarrass the employee before other employees or the public. Disciplinary measures shall, except for aggravated infractions, follow these steps:
 - (1) Provide employee with a letter of expectation concerning infraction
 - (2) Oral reprimand
 - (3) Written reprimand
 - (4) Suspension
 - (5) Discharge

When an employee is to be orally reprimanded, the Supervisor shall so inform the employee. A written memorandum of the oral reprimand shall be filed in the employee's personnel file. Oral written reprimands shall be removed from the personnel file two (2) years after the reprimand was given. Written reprimands shall be removed from the personnel file five (5) years after the reprimand was issued provided no further reprimands were issued during the five (5) year time frame.

(b) Discharge

The Employer shall not discharge any employee without just cause.

If the Employer believes there is just cause for discharge, the employee involved shall first be suspended for a maximum of five (5) work days without pay. The Federation representative shall be notified in writing that the employee has been suspended and is subject to discharge. A copy is also sent to the employee at their last reported address.

At the request of the employee, within three (3) work days, a conference shall be held on the suspension. Within three (3) working days of the conference, the Employer shall notify the employee and the Federation whether the suspension is modified, sustained, or converted to a discharge. The employee shall be entitled to have a representative of the Federation present to advise and represent them during any conference.

(c) Appeal

The employee shall have the right to appeal any discharge as a grievance and the matter shall be handled in accordance with the grievance procedure. The processing of such a grievance shall commence at Step 3 of Section 3.4 and follow through all remaining levels of the grievance procedure.

(d) Unjust Discharge

If in the grievance procedure or in arbitration, it shall be determined that the discharge was not appropriate, the employee shall be reinstated with all rights and conditions of employment. The disposition may sustain, modify or reverse the discharge or suspension as the circumstances warrant. Damages for unjust discharge shall include full compensation for all lost time.

4.3 Reprimand

The Employer shall not reprimand employees except for "just cause."

4.4 Criticism of Employees

Where practicable, any questions or criticism by a Supervisor, Administrator, or Board member of an employee's performance of their duties shall be made in confidence and not in the presence of other employees, students and/or parents.

4.5 Personnel File

The District will maintain one (1) official personnel file for each employee and will be housed in the Superintendent's administrative wing. Each employee shall have the right to inspect their personnel file at any reasonable time during the school year upon a forty-eight (48) hour advance written request for said review to the Superintendent or their designee.

The employee shall not have the right to inspect letters of reference contained in said file. The Employer shall provide to the employee a copy of any information placed in the employee's file which may be detrimental or harmful. No anonymous communication shall be placed in the personnel file of any employee. The employee shall have the right to respond in writing and said writing shall be made a part of said file.

The employee who inspects their personnel file may make copies of items in the file other than letters of reference received or provided by the School District. Willful dissemination of matters learned during the inspection of the copies so made shall be grounds for disciplinary action. The preceding shall not preclude the employee from revealing matters learned during the inspection to an authorized representative of the Federation or showing the copies to that representative.

4.6 Dispensing of Medication

No employee covered by this Agreement, except the Nurse Assistant, shall be expected or directed to dispense medication. Employees shall engage in minor first aid activities in accordance with District policies and the job description contained herein. However, no employee shall be required to assume professional responsibilities, including but not limited to those of the school nurses.

4.7 Management Rights

- (a) Items included in the scope of the bargaining unit which are not proposed by the Federation shall likewise not be subject to negotiation until the expiration of the contract.
- (b) All items proposed by the Federation, whether agreed to or rejected, shall not be subject to renegotiation until the expiration of the contract.
- (c) The Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred on and vested in it by the statutes of the Commonwealth of Pennsylvania, and as provided in Act 195, except as modified by this Agreement.

4.8 Unsafe Conditions

Employees shall not be required to work under conditions which are recognized to be unsafe or unhealthy beyond the normal hazard inherent in particular circumstances.

4.9 Hold Harmless

The Board shall hold harmless any employee from any claims or cause of action brought against the employee while performing their duties for the District which are included in the job description or while the employee is following District policy.

ARTICLE V
FEDERATION BENEFITS

5.1 Relevant Information

The District shall make available to the Federation upon its request such non-confidential information as may be relevant to negotiations or reasonably necessary for the proper enforcement of this Agreement. The Employer shall not be required to originate or compile this information, but the information shall be furnished in the form in which it is readily available. Confidential material shall not be furnished.

5.2 Bulletin Board

The Federation shall have use of a bulletin board in the Senior High School office and cafeteria. For other buildings, bulletin boards no larger than 4 ft. x 6 ft. may be purchased by the Federation and mounted at no cost to the Employer in an area mutually agreeable between the Building Principal and the Federation.

5.3 Use of School Building

The Superintendent or his designee shall grant the Federation the use of the District's buildings consistent with the policies of the District.

5.4 Use of School Equipment

The Superintendent, consistent with the regulations of the District, shall consider requests by the Federation of use of school facilities and equipment, restricted to a, computer, copy machine, calculator, and various types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Request for the use of school equipment shall be made in writing to the Superintendent or their designee at least five (5) days prior to its use. The Federation shall pay for the actual cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

5.5 Exclusive Rights

The rights and privileges of the Federation and its representatives as they relate to this Agreement and to the certified unit shall be granted only to the Federation as the exclusive representative of the employees and to no other organization.

5.6 Lunch/break rooms – A hand sanitizer, refrigerator and microwave will be placed in the lunch/break room.

5.7 Cafeteria workers at the Junior/Senior High School will be provided with dedicated parking spaces in the rear of the building.

ARTICLE VI
HOURS OF WORK

6.1 Regular Hours

The regular hours of work each day for employees during the day shall be consecutive, except for unpaid lunch periods and except where otherwise mutually agreed upon between the parties.

6.2 Work Week

The normal work week shall consist of five (5) consecutive work days, Monday through Friday, of eight (8) hours or fewer.

6.3 Work Day

(a) Class I and Class II Employees

The normal work day shall be eight (8) hours in length, including a one-half (1/2) hour duty-free unpaid lunch period. Morning and afternoon paid breaks of fifteen (15) minutes each shall be provided during the normal day.

- (1) Full-time Employees may exercise the option of a one (1) hour lunch in lieu of taking morning and afternoon breaks.
- (2) The normal work day schedule during the summer shall be seven (7) hours. Paid breaks of fifteen (15) minutes each shall be provided during the morning and afternoon. A one-half (1/2) hour duty-free unpaid lunch period shall be provided.
- (3) The summer work day schedule shall commence with the first day after students and faculty have completed the school term and shall continue until the first day of teacher attendance of the following school year term. The starting and closing times for the work day will be discretionary with the Superintendent.

(b) Class III Employees

(1) Full-time Aides

The normal work day shall be seven (7) hours in length. A one-half (1/2) hour duty-free unpaid lunch period and morning and afternoon paid breaks of fifteen (15) minutes each shall be provided during the normal day. All breaks will be scheduled by the building administrator.

(2) Cooks

The normal work day shall be seven (7) hours in length. A one-half (1/2) hour duty-free unpaid lunch period in addition to morning and afternoon paid breaks of fifteen (15) minutes each shall be provided during the normal day. All breaks will be scheduled by the Director of Food Service.

(3) Nurse Assistant

The normal work day shall be seven and one-quarter (7 ¼) hours in length. A one-half (1/2) hour duty-free unpaid lunch period and morning and afternoon paid breaks of fifteen (15) minutes each shall be provided during the normal day.

(c) Class IV Employees

(1) General Cafeteria Workers

The normal work day shall be at least three and one-half (3.5) hours in length or consistent with posting and shall include fifteen (15) minutes of paid duty-free time. All breaks will be scheduled by the Director of Food Service.

(2) Lunchroom/Playground Aides

The normal workday for Lunchroom/Playground Aides shall be two and one-half (2 ½) hours and shall include fifteen (15) minutes of paid duty-free time. All breaks will be scheduled by the building administrator.

(3) Additional Cafeteria Service

- (a) Class IV Cafeteria Workers will be assigned two (2) days prior to the start of the school year for training purposes and one (1) day following the last student day for cleanup duties.
- (b) Bargaining Unit Cafeteria workers may be assigned to provide cafeteria services for functions that are directly sponsored by the Carlynton School District. These functions may include such affairs as breakfast, lunch, or dinner provided for the School District employees and guests on in-service days, meetings and School Board functions.
- (c) Cafeteria personnel performing work for school banquets, open house, in-service days, meetings, School Board functions, and other events approved by the Superintendent shall be entitled to an additional \$.50 per hour for all hours worked over the normally assigned work day. Personnel for such events shall be based on seniority with the most senior member of the cafeteria having the right of first refusal. For each subsequent event, there shall be a rotation per event with order of priority based on who worked the last event with the next senior person being offered the assignment for the next event.

- (d) Whenever additional workers are needed, cafeteria personnel shall be the first offered such available work before substitutes are called in on an as-needed basis at their regular rate of pay.
- (e) Nothing in this labor contract shall preclude S-C-A Bargaining Unit personnel or other volunteers from providing voluntary service outside of the labor contract to those groups requiring cafeteria services that are not directly sponsored by the Carlynton School District. Including, but not limited to groups such as booster clubs, band parents, Boy Scouts, Girl Scouts, National Honor Society, athletic teams, etc., shall be included.

(4) Food Safety Certification

The District agrees to provide training and payment for food safety certification testing, selected by the district, for one (1) Cafeteria Worker in each of the three (3) buildings, Carnegie Elementary, Crafton Elementary and the Jr./Sr. High School. This opportunity shall be offered based on seniority with the most senior member of the cafeteria having the right of first refusal. The cooks will be required to earn and maintain this certification. Any employee earning and holding a current certification shall receive a \$.50 per hour wage increase. The District will also pay the employees for their time while participating in training and/or testing for the certification at their regular hourly wage. The District reserves the right to extend the certification opportunity to more than three employees on an annual basis.

- (5) Employees working fewer than two and one-half (2 ½) hours shall not be entitled to a fifteen (15) minute paid duty-free break.

(d) Substituting

- (1) Employees interested in substituting in their building in higher level positions must notify the principal in writing each year prior to the first day of school with students. Current employees substituting in Class I/II/III must possess relevant qualifications outlined in the job description. A qualification exam will be developed by the superintendent or their designee with input from S-C-A to determine if the employee possesses the relevant qualifications for each position. The implementation of said qualification exam will be delayed until the testing has been developed and employees have had the opportunity to take said exam. Employees will not be able to substitute for the Systems Administrator/Technology Assistant until a test is developed and passed by the employee.
- (2) The District reserves the right to find a substitute from outside the S-C-A bargaining unit for absences totaling five (5) days or less. If an outside substitute is not available, the District will utilize a qualified and interested S-C-A member. If more than one staff member is qualified and interested, the District will award the position to the most senior qualified bidder within the bargaining unit in the building where the vacancy exists. The District shall maintain the ability to cover any resultant vacancies through the reassignment of any staff within the classification to ensure the least disruption to students.

- (3) Qualified and interested Class II, Class III, and Class IV S-C-A members will have the opportunity to bid up for substituting purposes when the absence is longer than five (5) days. The most senior qualified and interested member will be awarded the substitute position. Qualifications exams specific to each class will be developed by the superintendent or their designee with input from S-C-A to determine if the employee possesses the relevant qualifications for the position for which they are bidding.
- (4) The District reserves the right to not fill a vacancy if the bumping of staff creates an unsafe or inappropriate environment for a student or creates a violation of an IEP or 504 Service Agreement or creates an issue with preparing or serving meals to students.
- (5) At the discretion of the District, Class IV employees will continue to cover their Class IV responsibilities and will be compensated the hourly wage for the time worked while substituting for an employee of a different class. Class IV employees will not be entitled to other benefits awarded to the position for which they are substituting.

6.4 Length of Work Year

- (a) Classification I – Twelve-Month Full-Time Salaried Positions (See Appendix A)
- (b) Classification II – Ten-Month Full-Time Salaried Positions (See Appendix A)
- (c) Classification III - School Term Full-Time Salaried Positions (See Appendix A)
- (d) Classification IV - School Term Hourly Positions (See Appendix A)
- (e) Employees in Classification I and II are required to work during Act 80 and in-service days. General duties shall be provided by supervisor(s), principal(s) or management-level employee(s).
- (f) Employees in Class III, excluding Class 3N, shall be required to work a minimum of twenty (20) hours of professional development to meet the requirements for identified paraprofessionals as mandated by the Every Student Succeeds Act (ESSA) and as directed by the Pennsylvania Department of Education. In the event the Department of Education or other governing body would change this requirement, both parties agree to abide by that directive.

The training dates will be provided as early as possible, but no later than 30 days before each training is to occur. Employees will be paid their normal hourly rate for attendance at the professional development days.

The District, at its direction, may offer additional professional development for any employee. Those required to attend will be notified not later than 30 days before the required training and will be paid their normal rate.

Paraprofessionals that do not attend these trainings are responsible to obtain the hours required at their own expense and provide documentation to the District to maintain their highly qualified status. The Superintendent's designee will provide a list of acceptable trainings.

- (g) The District shall endeavor to provide appropriate training on Act 80 or in-service days for employees in Classification IV when recommended by a member of the Act 93 Group and/or Director of Food Service.

6.5 Changes

- (a) The normal work day and work year described in this Article shall not be altered or changed for arbitrary or capricious reasons.

In the event of change, the Federation shall be consulted before implementation thereof.

It is understood and agreed that an employee shall not have their hours altered or changed during the term of this Agreement solely to "avoid the payment of fringe benefits, including pensions, provided for other full-time employees in the same classification."

- (b) Snow/Emergency Closing (including snow days)

If snow days or emergency closing days are made up by pupils and teachers, all employees covered by the Agreement shall make up the work days at the same time. If days are not made up, such days shall constitute days off with pay.

- (c) Flexible Instruction Days

In the event the District provides instruction to students remotely, in which teachers and students do not report to their buildings, all Class I, II, and III employees are required to work remotely on that day using district issued laptops or chrome books provided the employee can perform all related job functions such as, but not limited to, responding to emails, answering business related phone calls, and accessing and updating relevant records while following all security protocols and policies. If the employee is unable to perform their related job functions, the employee may opt to use allocated paid or unpaid leave. All Class IV Employees may opt to take a sick, personal or unpaid day and may earn their time back by performing duties on days when the District is open and students are not scheduled to report, such as in-service or Act 80 days or at the end of the school year as assigned and scheduled per the recommendation of the Superintendent and/or Director of Food Service.

- (d) Remote Learning Days

In the event the District implements Remote Learning Days for a portion of the student body, for non-emergency situations such as state testing, which are planned at least one (1) week in advance, all Class I, II, and III employees shall report to work as scheduled.

- (e) Emergency Clause

When the Board of School Directors is compelled to close any school or schools on account of prolonged catastrophic emergency situations or state or federal declarations the School District shall be liable for the salaries of all SCA Bargaining Unit Employees of said school or schools for the term for which they are engaged.

6.6 Overtime – Rates of Pay

- (a) Time and one-half (1 ½) shall be paid for all hours worked in excess of eight (8) hours in any work day or forty (40) hours worked in any work week. There shall be no pyramiding of overtime payments under this Agreement. When time beyond the normal work day is needed to complete a project, the employee responsible for the project shall be offered the overtime. If the employee refuses, the supervisor shall use his best judgment in completing the project by offering overtime to employees still working within the building based upon qualifications and seniority.
- (b) A holiday or credited sick leave occurring during the work week shall be considered as hours worked during that week. Hours in excess of forty (40) hours shall be considered as overtime.
- (c) No employee shall refuse to work overtime in the event of an emergency. The employee shall be provided a one-half (1/2) hour paid lunch period at the conclusion of every three (3) hours worked after the initial eight (8) hours of work in any work day.

6.7 Call-out Pay

An employee who is called to work from their residence by the District outside their normal schedule of hours shall be guaranteed three (3) hours work at time and paid one and one-half (1 ½) their hourly rate. This provision shall not apply to any call-out work hours immediately before or after an employee's regularly scheduled shift.

6.8 Temporary Assignment to Another Department or Position

If an employee is temporarily transferred by the District to a higher-Class position, the rate of pay or salary of the individual receiving the lowest rate in that Class shall be provided to the transferred employee during the assigned period of time. If the transferred employee is normally paid at a higher rate, the transferred employee shall be compensated at the next higher rate existing for the next senior employee in that Class.

In the event that a temporary assignment of a higher-Class employee is made to a lower-Class rate position, the employee from the higher Class shall be compensated at their higher-Class rate.

If an employee is in a temporary position, beginning on the 31st consecutive day, the temporary employee will begin to accrue sick days prorated by the portion of the school year that the regular employee would have enjoyed.

Temporary long-term substitutes and furloughed employees shall be paid at the rate of the position for which they are substituting.

ARTICLE VII
LEAVES OF ABSENCE

A. UNPAID LEAVES

7.1 Family and Medical Leaves

The Family and Medical Leave Act of 1993 requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year and twelve hundred fifty (1250) hours over the previous twelve (12) months. Federal guidelines under Public Law 103.3 shall be the criteria used to define eligibility, reasons, notice, medical certification, job benefits and protections fitness for return to work, unlawful acts and enforcement. During such leave, service time shall not accrue and benefits will be prorated except that for the duration of the FMLA leave the Employer shall maintain the employee's health coverage under the group health plan.

7.2 Leaves for Physical/Health Reasons

An employee may be granted an unpaid leave of absence of up to one (1) year for health reasons at the request of their physician. During such leave the employee may participate in all program benefits provided to the employees as if they were actively employed. Such participation shall be at the employee's expense. During such leave no service time shall accrue. The District shall permit the employee to return to work to the same position (or an equivalent position) held prior to being granted the leave. A physician's statement attesting to their ability to perform the work must accompany their request to return to work before reinstatement is authorized. The Employer may require medical certification to support a request for leave because of a serious health condition and may require a second and third opinion at the Employer's expense and a fitness for duty report to return to work.

7.3 Other Leaves

An employee may request other short-term leaves without pay. Such requests must be made in writing to the immediate supervisor. Such leaves shall require the approval of the supervisor and principal. The District maintains sole discretion on such leaves.

Leave without pay shall be granted under the following conditions:

- (a) Except in emergencies, request shall be made in writing at least three (3) days prior to taking leave.
- (b) Leave shall not be granted for alternative employment
- (c) Leave shall be granted to no more than two (2) employees from any one classification at any one time. Leave shall be granted in chronological order of request.

7.4 Maternity Leave

Pregnancy-disability leaves and child-rearing leaves shall be granted consistent with federal and state regulations and guidelines established in the professional collective bargaining agreement.

7.5 Child-Rearing Leave

An employee may request an unpaid leave of absence from duty for a period of time not to exceed one (1) full year for child rearing or adoption purposes and shall maintain employment status with the District. Such leaves shall be granted on the following conditions:

- (a) The position to be assigned upon return to employment shall be the same position they held prior to the leave, if possible.
- (b) The employee may continue school group insurance to the extent permitted under applicable insurance policies during the leave by making monthly payments of the full premium cost of such insurance to the business office of the District.
- (c) No salary payment shall be made for the period of the leave.
- (d) Sick leave will remain in force during the leave and be reinstated on the date the employee returns to service.
- (e) No sick leave shall be allowed to accumulate during the period of the leave.
- (f) No payments will be made on behalf of the employee for social security coverage or to the Public-School Employees' Retirement System.
- (g) Eligibility to any salary improvement will be contingent upon the completion of one hundred thirty (130) days of service that year.

B. PAID LEAVES

7.6 Sick Leave

Sick leave is an allowance of paid leave specified in days per year granted to employees for absence due to illness which prevents them to report for work or to remain on the job. Sickness implies impairment of a person's ability to perform expected work.

- (a) Accumulation.

Employees shall be credited with the following sick leave days on July 1 of each year. Said days shall accumulate indefinitely and there shall be no limit on their use at any one time. Newly hired employees shall receive sick leave days at a prorated rate, starting from date of hire, according to classification.

- (1) Classification I (Twelve-Month Full-Time Salaried) shall receive Eleven (11) sick leave days per year.

- (2) Classification II (Ten-Month Full-Time Salaried) shall receive Nine (9) sick leave days per year.
- (3) Classification III (School term Full-Time Salaried) shall receive Eight (8) sick leave days per year.
- (4) Classification IV (Part-Time Hourly employees shall receive eight (8) sick leave days per year.

(b) Sick Leave Entitlement for Successful Bidder

When an employee is promoted or is a successful bidder to a higher-class job which permits sick leave accumulation, accumulated sick leave entitlement from their former class job shall be transferred to their higher-class job by the number of hours previously accumulated; i.e., if an employee has ten (10) sick leave days from a three and one-half (3½) hour position, they will transfer ten (10) times three and one-half (3½) or thirty-five (35) hours of sick leave entitlement.

(c) Loss of Wages

No wages or sick leave benefits shall be paid to any employee absent due to injury which may have occurred while engaged in any remunerative work unrelated to their work duties.

(d) Rate of Pay

Sick leave shall be applicable only if the employee is ill on days on which they are normally scheduled to work. Pay for sick leave shall be at the rate of pay which the employee would have received had they worked their regular straight-time schedule that day.

A certificate from a physician certifying that the service employee was unable to perform their duties to the School District during that period of illness shall be filed with the District Superintendent in all absences exceeding three (3) days before payment is made for such leave. If, however, the District has a reasonable basis to believe an employee is abusing these sick leave provisions, the District may require proof of illness for any absence.

No sick leave days shall be charged against an employee for conditions contracted from students in the course of work such as bed bugs, lice, pink eye, and scabies. This would not apply to things such as colds or the flu.

7.7 Personal Days

Regularly scheduled full-time employees shall receive three (3) personal days per year. Employees in Class IV shall receive one (1) personal days per year. Unused personal days shall accumulate from year to year to a maximum of five (5) days, any days over five (5) will be converted to sick time. Newly hired employees shall receive personal days at a prorated rate, starting from date of hire, according to classification.

The employee shall not be obligated to provide a reason for the leave, but shall be required to give at least one (1) week notice of the personal day leave to their immediate supervisor. The one (1) week notice period may be waived under unusual circumstance at the District's discretion. The District may limit the number of employees taking said leave to no more than two (2) employees on any particular day.

7.8 Vacation Time

(a) Amount of Vacation

The Employer agrees to grant the following vacation schedule to all twelve-month employees eligible:

After one-year continuous service.....	10 days
After two years continuous service	11 days
After three years continuous service	14 days
After six years continuous service	17 days
After nine years continuous service.....	19 days
Ten years and above continuous service	20 days

For the purpose of computing full-time continuous service for vacation entitlement, the number of years established by the parties hereto for each employee on the roster as of the signing of this agreement shall be conclusive. Future years of continuous service shall be credited on the first day of July on each year thereafter.

Newly hired twelve (12) month employees shall receive vacation time at a prorated rate starting from date of hire. During the first and second month of employment, no vacation days shall be earned. For each month thereafter, the employee shall earn one (1) day for each month through the following first day of July.

Eligibility for entitlement is contingent upon an employee providing a full year of services. If an employee leaves the district before the expiration of the fiscal year for which the days are earned, the allotment for the year shall be prorated and any days taken and not yet earned shall be deducted from their final paycheck.

No paid vacations are provided to employees other than Classification I.

(b) Vacation Entitlement for Successful Bidders

For the purpose of computing vacation entitlement for employees who are successful bidders to a twelve (12) month regular full-time position, the following procedure shall be implemented:

Each year of District employment shall be converted into a fraction of the eight (8) hour full-time job; i.e., a two-and one-half (2 ½) hour day job shall require four (4) years of service to equal one (1) continuous year of full-time employment. A nine (9) month or ten (10) month position shall be treated as to convert the number of months worked in any given year into a fraction of twelve (12) months. An example is that four (4) years of continuous employment in a nine (9) month position would equal three (3) years of vacation entitlement for a twelve (12) month regular full-time position.

(c) Rights on Termination of Employment

An employee whose employment is terminated previous to July 1, but after performing work in at least one half (1/2) of the pay periods in the twelve months preceding July 1, shall be entitled to vacation pay prorated on the basis of actual full months of service for the twelve (12) months preceding July 1st. The Employer shall compensate the employee their prorated vacation pay in their last pay after termination of employment.

(d) Holidays during Vacation

If a paid holiday occurs during an employee's vacation period, employee shall be granted an additional day of vacation with pay.

(e) Unused Vacation Days

An employee may carry over no more than two (2) years worth of their allotted vacation time before the excess is converted to sick time.

7.9 Emergency Leave

(a) Any regularly scheduled full-time employees, (Class I, II and III) shall be granted one-half (1/2) day paid emergency leave per year, non-cumulative, for bona fide reasons, which days shall not be charged against sick leave. The Superintendent shall maintain a check list of appropriate reasons and shall authorize its posting on the bulletin boards provided. The list presented herein represents good faith intent of the Employer, but is not pursuant of the agreement on which disputes may be submitted to the grievance or arbitration procedures.

(b) Guidelines for Emergency Leaves

(1) Religious Days to be charged against this provision as mandated by the School Code:

- (a) Jewish New Year (Rosh Hashanah)
- (b) Day of Atonement (Yom Kippur)
- (c) Eastern Orthodox Christmas
- (d) Moslem Eid Al Adha
- (e) Eastern Orthodox Holy Friday

(2) Settlement of an estate.

(3) Settlement of purchase/sale of real property (residence) of an employee.

(4) Automobile accident on day of work requiring a filing of a State accident report. (A copy of the report must be attached to absence report).

(5) Serious sickness in the employee's immediate family requiring the services of a physician. (This doctor's certificate must be attached to the absence form.)

- (6) Time required to take spouse to or return from hospital.
- (7) Moving from one residence to another.
- (8) Presence required in a court of law (except traffic court).
- (9) Unexpected difficulties at home such as severe weather damage, urgent household repairs, power outage or utility failures.
- (10) Appearance necessary in an attorney's office for domestic problems or child adoption.

7.10 Bereavement

(a) Death in Immediate Family

Any employee covered by this Agreement shall be granted not in excess of five (5) days paid leave when absent because of the death in the immediate family of said employee. The definition of immediate family is specified by the Pennsylvania School Code Section 1154 (b) (Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home). Grandchild shall be considered immediate family.

(b) Death of Near Relative

Any employee covered by this Agreement shall be granted one (1) day paid leave when absent because of a death of a near relative. A near relative is defined by the Pennsylvania School Code Section 1154 (c) (A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law).

(c) Additional Time

Additional time may be granted without pay to the employee in the event travel time is required in order to attend a funeral of those mentioned above.

7.11 Jury or Witness Duty Leave

- (a) An employee on jury or witness duty leave shall suffer no loss of daily wages and may retain jury duty or witness fees in addition to their regular pay for any day on which they are absent from scheduled School District duties because they have been summoned for jury duty or because they have been subpoenaed for appearance in court as a witness at a time conflicting with their regular duties.
- (b) The employee shall present evidence of such jury duty or court appearance to the District.

7.12 Recording Authorized Time

Sick, Personal, and Emergency time shall be taken in thirty (30) minute increments.

7.13 Workers' Compensation

Any employee who has workers' compensation injury(ies) shall continue to receive their salary or hourly rate paycheck normally paid from the District. Said employee shall sign over to the District their weekly Workers' Compensation check. The District shall diminish the employee's sick leave accumulation at the rate of one-third (1/3) of a day for each day that the employee is absent under this provision. Upon exhaustion of the employee's sick leave accumulation, this provision shall cease.

The employee may, however, in lieu of the above, elect to receive the Workers' Compensation check and not use any of their accumulated sick leave. The employee shall inform the business office in writing regarding the option chosen as soon as possible but no later than seven (7) work days after the occurrence of injury.

ARTICLE VIII
HOLIDAYS

8.1 The District agrees to provide paid holidays as listed below for SCA bargaining unit employees:

4th of July	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Holy Thursday
December 24 th Winter Recess	Good Friday
December 25 th Winter Recess	Memorial Day

8.2 Holiday Pay

- (a) For each recognized holiday, employees in Classes I, II and III shall be credited with the number of hours worked in their regular work shift. In order to be credited an employee must work the last scheduled work day before the recognized holiday and the first scheduled work day following the recognized holiday unless the employee has a medical excuse from a doctor stating that the employee was unable to perform their duties or their absence is approved by the Superintendent. Such approval shall not be unreasonably denied.
- (b) Class IV employees will receive holiday pay based on the number of hours that they would have worked on that day had it been a school day instead of a holiday.

8.3 Work on Recognized Holidays

If an employee is required to work on a recognized holiday, employee shall be paid holiday pay plus time and one-half (1 ½) the normal hourly rate for each hour worked.

8.4 Observation of Holidays

- (a) If a holiday falls during the normal work week, during the summer vacation, or is proclaimed as a holiday on the school calendar, it shall be observed on the official day.
- (b) If a holiday falls on a Sunday, it shall be observed on the following Monday, unless students are in session, in which case it shall be taken as an additional vacation day.
- (c) If a holiday falls on a Saturday, it shall be observed on the previous Friday, unless students are in session, in which case it shall be taken as an additional vacation day.
- (d) If a holiday falls on a week day when school is in session, it shall be observed as an additional vacation day.
- (e) If any case not covered above, celebration of holidays shall be scheduled by Employer.

8.5 Provisions Governing Days when School Calendar indicates "No School"

- (a) If students and teachers are in session, employees shall work.
- (b) Some days such as the Monday after Thanksgiving, Winter Recess and Easter Monday, are not included in the work year hours enumerated in Article XII, sections 12.5 (a) through (d).
- (c) Any necessary compensation or adjustment in work year due to scheduling variations in (a) above shall be negotiated at the time the variation occurs.
- (d) Snow day makeup, referred to in Article VI, section 6.5(b) shall not mandate adjustment referred to in (c) above.

8.6 Prorated Holidays for Employees

- (a) Class I employees shall receive all twelve (12) paid holidays listed in section 8.1.
- (b) Class II employees shall receive the following ten (10) paid holidays listed in section 8.1: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, December 24th, December 25th, New Year's Eve, New Year's Day, Holy Thursday, Good Friday and Memorial Day.
- (c) Class III employees shall receive the following nine (9) paid holidays listed in section 8.1: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, December 24th, December 25th, New Year's Eve, New Year's Day, Good Friday and Memorial Day.
- (d) Class IV shall receive the following six (6) paid holidays listed in section 8.1: Labor Day, Thanksgiving Day, December 25th, New Year's Day, Good Friday and Memorial Day.

ARTICLE IX SENIORITY

9.1 Continuous Service/Identical Seniority

- (a) Continuous service of an employee shall begin from the first day of permanent hire as established by District records.
- (b) When two or more employees have the identical first day of permanent hire with the Employer, as determined above, their seniority rank, if necessary, shall be determined from their individual Social Security numbers. The last digit of each employee's number shall be examined. The employee with the lowest digit, with zero (0) being lowest and nine (9) being highest, shall be assigned the greater seniority rank. If identical, the first dissimilar digit closest to the last digit shall be examined.

9.2 Probationary Period

(a) New Employees

All newly appointed employees approved by the Board of School Directors shall be considered probationary employees for a period of ninety (90) work days during continuous work period. The probationary period shall commence on the first day that the employee works on a permanent basis. If the employee has worked as a temporary employee for at least twenty (20) continuous work days, the probationary period shall be reduced to seventy (70) additional work days.

The probationary employee will be evaluated at the end of the 45 days and 90 days utilizing the evaluation form in Appendix D by a member of the Act 93 Group assigned by the Superintendent. Newly hired Class IV employees will be evaluated by the Director of Food Service in collaboration with a member of the Act 93 Group assigned by the Superintendent

- (1) If the employee receives a "satisfactory" rating on both the 45-day and 90-day evaluation they will be considered satisfactory and off of probation. They will then be placed into the annual evaluation cycle.
- (2) If the employee receives a "satisfactory" on the 45-day evaluation and a "needs improvement" on the 90-day evaluation the probationary period will be extended for another 90 days and they will be placed on an improvement plan. During that time, they will receive two additional evaluations at the 45- and 90-day marks.
 - (a) If the employee receives a "satisfactory" at the 45-day mark the improvement plan will end and they will enter the annual evaluation cycle.

- (b) If the employee receives a “needs improvement” or “unsatisfactory” at the 45-day mark they will continue on the improvement plan until the 90-day mark. If they receive another “unsatisfactory” at the 90 day mark the employee will be dismissed.
 - (3) If the employee receives a “needs improvement” on both the 45 and the 90-day evaluations their probationary period will be extended for another 90-days and they will be placed on an improvement plan. During that time the employee will receive two additional evaluations at the 45- and 90-day marks. If during the extended probationary period the employee receives two (2) “needs improvement”, two (2) “unsatisfactory” ratings or a “needs improvement” and an “unsatisfactory” rating the employee will be dismissed.
 - (4) If the employee receives an “unsatisfactory” at the 45-day mark they will receive an improvement plan and be reevaluated at the 90-day mark. If they receive a “needs improvement” then they will be given the additional 90 days and follow step three (3) above.
 - (5) If the employee receives a “needs improvement” at the 45-day mark and an “unsatisfactory” at the 90-day mark the employee will be dismissed.
- (b) Current Employees Transferring to A New Position
- (1) All current employees who transfer to a new position shall be regarded as “probationary employees” for a period of forty (40) work days following their last date of hire, except that the District and the Federation may mutually agree in writing to extend such probationary period when warranted by individual circumstances. The District retains the exclusive managerial right to determine whether the probationary employee’s performance in the new position is satisfactory using the evaluation form in Appendix D.
 - (2) If the District determines that the probationary employee has performed unsatisfactorily in the new position, the employee may be returned to their former position in the bargaining unit, should it continue to exist. Should it not continue to exist, that person has the right to bump into another position according to section 9.7(a). The probationary employee has the right to voluntarily return to their former position within the forty (40) work day probationary period. An employee hired to fill the vacancy created by the probationary employee’s move to another position will hold such position temporarily until the probationary period expires. No other form of progressive discipline as listed in Article IV of the Collective Bargaining Agreement will be applied.
 - (3) If the probationary employee is a current employee transferred to a new position, seniority shall be calculated as of the employee’s original date of hire and no break in seniority shall occur during the probationary period. Seniority within the employee’s new classification shall be calculated as of

the first day on which the employee commences work in the new position as a probationary employee. Seniority for the employee hired to fill the vacancy created by the probationary employee's move to another position shall be calculated in accordance with Article IX of the Collective Bargaining Agreement and shall be considered to begin on the original date of hire as a temporary employee, provided that the employee becomes a permanent employee after the expiration of the forty (40) work day probationary period.

- (4) During the probationary period, the employee's supervisor shall submit to the building principal written probationary employee evaluation reports on at least a bi-weekly basis. Such evaluation reports shall be used by the District in determining whether the probationary employee has performed satisfactorily. In addition, such evaluation reports will be timely shared with the employee so that the employee will have an opportunity to improve their performance during the probationary period.
- (5) A person who transfers between buildings in the exact same job will not be required to have a probationary period.
- (6) Persons changing job descriptions will still be required to have a probationary period.

9.3 Continuity

Continuous service shall continue to be accumulated during absence due to illness, layoff or leave of absence, as long as such service is not terminated in accordance with other provisions of this Agreement.

9.4 Termination

An employee's seniority shall be terminated by any one of the following actions:

- (a) Resignation or quit
- (b) Discharge
- (c) Failure to return to work after a layoff within fifteen (15) days after the mailing of a notice of recall by registered mail by the Employer, unless a satisfactory reason is given with the fifteen (15) day period to the Employer.
- (d) Lay-off which continues beyond two (2) years.
- (e) Absence on account of physical disability/injury/illness which continues longer than accumulated sick leave unless a leave of absence is requested in accordance with Article VII of this Agreement.
- (f) Absence for five (5) consecutive work days, without giving a satisfactory reason.

9.5 Retention of Seniority

A School District employee who is transferred or is promoted from their present position to any other job outside the bargaining unit shall have their District and Classification seniority frozen as of the date of transfer but shall retain all School District and other seniority rights during the term of this Agreement.

9.6 Seniority Lists

On or about July of each year the Employer shall post a seniority list on appropriate bulletin boards showing School District and Classification seniority. A copy of this seniority list shall also be provided to the Federation prior to posting a vacancy.

9.7 Reduction by Classification

- (a) In the event it becomes necessary to eliminate positions for any reason, including a reduction in hours, affected employees shall be entitled to bump any employee in the same or lower classification provided the employee has the necessary qualifications and abilities to perform the work and has district wide seniority. Employees who choose not to bump or who are unable to bump shall be on layoff.
- (b) Recall. Employees shall be recalled from layoff by seniority (person with the most seniority being recalled first), subject to their ability to perform available job and that they have the necessary qualifications.

9.8 Promotions/New Jobs

- (a) When permanent job vacancies occur in Class I, II or III, or new jobs are created, the vacancies or new jobs shall be posted in all school buildings for five (5) workdays during the normal school year, ten (10) work days during the summer months.

Written bids must be submitted to the Superintendent or his designee within the above mentioned five (5) work days during the school year or ten (10) work days during the summer months. The District shall award the promotion to the most senior qualified applicant, as determined by the current job description. A qualifications exam will be developed by the superintendent or their designee with input from S-C-A to determine if the employee possesses the relevant qualifications for each position. The implementation of said qualification exam will be delayed until the testing has been developed and employees have had the opportunity to take said exam.

The resulting vacancy will then be posted according to the above stipulations until all vacancies have been bid. At the completion of this bid process, all successful bidders will move to their new positions at the same time. If the bid process results in an open position with no qualified bidder, then the District may hire a new person to that position. The District may fill the final position on a temporary basis with a day to day substitute to allow the successful bidders to move and will make every reasonable effort to fill the position in a three (3) week period. The decision of the District shall not be arbitrary, capricious.

- (b) When permanent job vacancies occur in Class IV, or new jobs are created, the vacancies or new jobs shall be posted in all school buildings for five (5) work days during the normal school year, ten (10) work days during summer layoff.

Written bids must be submitted to the Superintendent or their designee within the above- mentioned five (5) work days during the school year or ten (10) work days during summer layoff. The District shall award the promotion to the most senior qualified employee, as determined by the current job description. A qualifications exam will be developed by the superintendent or their designee with input from S-C-A to determine if the employee possesses the relevant qualifications for each position. The implementation of said qualification exam will be delayed until the testing has been developed and employees have had the opportunity to take said exam. The decision of the District shall not be arbitrary, or capricious. If there is no qualified bidder, then the District may hire a new person to that position.

- (c) The bid notice shall include the job title, employment location, necessary qualifications, length of the work day, salary/hourly rate, benefits, start time and if it's a new job.
- (d) Promotion is defined for these purposes as a movement from a lower paying job to a higher paying job, or to a position which provides greater benefits, or to a position which provides a longer term of employment or movement to a higher classification.
- (e) When temporary vacancies occur (2 weeks or up to 1 semester), only the initial vacancy shall be posted. Position of successful bidder will be filled by substitute. When temporary vacancies (1 semester or longer) are created, they shall be posted as temporary vacancies consistent with 9.8 (a) and (b).
- (f) When permanent job vacancies occur or jobs are created during the time when school is not in session, attempts shall be made to notify all SCA members by special mailing.
- (g) Promoted employees shall receive in-service training in their new assignments to assure familiarity with new equipment and practices.
- (h) Employees with specialized skills or specific competence may be required to share expertise with each other. The Building Principal, Business Manager or Superintendent shall implement this provision when it is felt that it shall enhance the effectiveness of the operation.
- (i) A person employed by the district who is a member of the S-C-A on the execution date of this agreement will qualify to become a paraprofessional by demonstrating proficiency on a district designed assessment or by providing a transcript indicating two (2) years of post-secondary education. Candidates must score 80% or higher on the district designed assessment to be considered highly qualified under the terms of Every Student Succeeds Act (ESSA).
- (j) All persons hired after the execution date of this agreement must possess at least two (2) years of post-secondary education as defined by Every Student Succeeds Act (ESSA) to be identified as highly qualified.

9.9 Lateral Transfer

- (a) Upon the posting of a permanent vacancy notice pursuant to the promotions section of this Article, any employee with the same job classification desiring to be considered for a lateral transfer to that position shall file a written request with the District within five (5) calendar days. The District shall award the transfer to the senior employee bidding if such employee possesses the qualifications set forth in the promotions section.

Multiple resulting transfers shall be accomplished at a single meeting of affected employees in that classification.

- (b) Vacancies resulting from such lateral transfers shall be advertised as set forth in the Promotions section of this Article 9.8 a-j, and the rules for filling an original vacancy shall apply to the vacancy caused by the lateral transfer(s).
- (c) Employees from other classifications having made application for the promotion as defined in the promotion section of this Article, shall be considered as applicants to any vacancy resulting from the lateral transfer(s).
- (d) Employees are entitled to one voluntary lateral move per school year. Employees who make a voluntary lateral transfer must remain in that position until the end of the school year before they have the option to bid to a new lateral position, except in the result of a furlough or a position elimination. The Probationary Employee Language 9.2(b) applies.

9.10 Involuntary Transfers

An employee shall not be permanently transferred to another building and/or position without their written consent without just cause.

9.11 Substitutes

The School District shall attempt to secure substitutes for absent employees.

ARTICLE X
SEVERANCE - RETIREMENT

10.1 Severance Pay

- (a) Employee's with five or more years of continuous service in the District shall be eligible for severance pay upon termination of employment with the Employer upon retirement, resignation, or death.
- (b) Class I, II and III: For all sick and personal days accumulated, the amount of severance shall be the product of fifty (\$50.00) dollars times the employee's unused sick and personal days at the time of retirement, resignation or death.

- (c) Class IV: For all sick and personal days accumulated, the amount of severance shall be the product of twenty-five (\$25.00) dollars times the employee's unused sick and personal days at the time of retirement, resignation or death.
- (d) Sick, personal and vacation days shall be limited to days earned during employment in the District by the employee.
- (e) Class I: All unused vacation days earned during employment in the District by the employee shall be paid at the employees per diem rate at the time of retirement, resignation or death.

10.2 Retirement Bonus

Employees in Classifications I, II, III, or IV with five or more years of continuous service in the District shall receive a severance increment as follows provided they retire under PSERS requirements:

Classifications I, II, III – One hundred twenty-five (\$125.00) dollars per year for each year of service in the District. Twenty (20) years maximum with the employee being at least fifty-five (55) years of age.

Classification IV - Fifty (\$50.00) dollars per year for each year of service in the District. Twenty (20) years maximum with the employee being at least age fifty-five (55).

ARTICLE XI MISCELLANEOUS

11.1 Nondiscrimination

The District and the Federation agree that they shall not discriminate against any individual on the basis of race, creed, color, national, origin, ancestry, sex, age, marital status, handicap, as those terms are defined under applicable law or participation or lack of participation in the activities of the Federation during the term of this Agreement.

11.2 Interference

Neither the Employer nor the Federation shall discriminate against any employee because of the exercise of rights declared for such employee in Act No. 195 or because of such employee's forbearance from the exercise of such rights except as may be required pursuant to the maintenance of membership provision of this Collective Bargaining Agreement.

11.3 Expenses

In the event the District requests an employee to use their automobile for business of the District, that employee shall be reimbursed at the rate permitted by the Internal Revenue Service. Only in the event of an emergency may the District require an employee to use their personal vehicle for school business. The District shall not require the employee to transport material which shall deface or harm the employee's vehicle.

11.4 Notice

Except as otherwise specifically provided for herein, any notice required by the terms of this Agreement shall be in writing:

- (a) If by the District to the Carlynton Federation of Teachers, AFT Pennsylvania Local #2120, AFT-PA, AFL-CIO.
- (b) To the P.O. Box address of the SCA Bargaining Unit:
Carlynton Federation of Teachers
SCA Bargaining Unit
P.O. Box 16475
Pittsburgh, PA 15242
- (c) If by the Federation, to the School Board president to the address:
Carlynton School District
435 Kings Highway
Carnegie, PA 15106

11.5 No Strike/No Lockout

During the term of this Agreement, the Federation agrees for itself and for the members that it shall not authorize, permit, encourage, or condone any work stoppage, picketing, slowdown or other form of curtailment of effort; and the Board or its agents shall not authorize or permit any lockout of Federation members or other persons covered by this Agreement.

11.6 Subcontracting

The parties agree that should the issue of subcontracting arise during the term of this Agreement, the issue shall be dealt with according to law.

11.7 Opportunities for Additional Service to and Employment by the Carlynton School District

- (a) Employees who wish to provide services for the District in other unit classifications with the Bargaining Unit because of the absences of a bargaining unit employee may serve as substitutes contingent upon the approval of their building principal and meeting qualification requirements to perform the work.
- (b) Interest and requests for such employment will be made in writing to each building principal.
- (c) Seniority and requirements to perform essential functions of the job will be considerations.
- (d) Substitute services for other bargaining unit work such as the custodial unit will be considered under similar provisions by submitting requests to the Unit supervisor.

- (e) When the District requires services of an employee outside the employee's work year term, the employee assigned to the position or work responsibility shall be paid at the employee's regular rate of pay. If the employee refuses the work, it shall be posted for consideration by other unit members. The provision in 11.7(c) will govern the selection of an employee.
- (f) Any additional work before or after the normal workday or during holidays when school is closed to students (clarification note: when the employee would not have been already scheduled to work) shall be first offered to the most senior employee who normally does that job in the building. In the event that the employee refuses the extrawork, the next most qualified employee within the building shall be offered the work. If no employee within the building wants to do the extra work, then the most senior qualified person in the district who accepts the work shall be awarded the job.

11.8 College Tuition Reimbursement

College tuition reimbursement is \$100.00 per credit to a maximum of \$600.00 per year with prior administrative approval and passing grade. Non-credit courses with prior administrative approval and a passing grade are fully reimbursed.

11.9 CPR Re-Certification

Any employee can exercise their right to attend CPR class re-certification at District expense. Those certified shall be provided with a disposable pocket mask.

11.10 Evaluation

All employees will be evaluated on an annual basis using the form in Appendix D. This form will also be used to evaluate probationary employees during the probationary period in a new position.

Class I, II and III employees will be evaluated by a member of the Act 93 Group assigned by the Superintendent. Class IV employees will be evaluated by the Director of Food Service in collaboration with a member of the Act 93 Group assigned by the Superintendent. The Evaluator shall provide a copy of the evaluation within twenty-four (24) working hours after the form is signed.

Employees who receive a rating of needs improvement or unsatisfactory will participate in an improvement plan developed by the building administrator and evaluated again in 90 days. Two consecutive annual unsatisfactory evaluations will lead to dismissal proceedings.

11.11 Uniforms

Cafeteria employees covered by this Agreement required to wear specific clothing (shoes pants, dresses, caps, etc.) shall be reimbursed for the purchase of the same to an annual maximum of one hundred fifty (\$150.00) dollars. Appropriate paid vouchers must be filed with the Director of Food Service before payment is made to the employee.

ARTICLE XII
COMPENSATION AND JOB CLASSIFICATIONS

12.1 Compensation

Retroactive raises for the 2024/2025 school year will be calculated on the new base salaries. Raises for each employee beginning July 1, 2025 shall be 3.0% each year for the length of the contract and are outlined in Section 12.5 (d).

12.2 Job Descriptions

The District agrees to form a committee with the Federation to review and develop job descriptions for all positions in the bargaining unit. They are not negotiated topics of the Agreement on which disputes may be submitted to the grievance or arbitration procedures.

Should a dispute arise concerning the interpretation or application of a job description, it may be submitted by the employee in writing to the Superintendent. Within five (5) days the Superintendent or his designee shall meet and confer with the employee. A decision shall be provided in writing to the employee and the Federation within five (5) days. This decision may be appealed to the Board within five (5) days after it has been received. The Board shall confer with the employee within thirty (30) days and render a written decision. A copy of this decision shall be provided to the Federation. This decision shall be final.

12.3 Procedure for Computing Hourly Rate

The procedure for computing hourly rates shall take into consideration the number of work days in the calendar. The 2023/2024 calendar shall be used as the basis for a typical work year for this Agreement.

(a) Classification I - Twelve-Month Full-Time Salaried Employees

- (1) Class I employees work two hundred forty-one (241) days throughout the normal work year which are comprised of, one hundred ninety-one (191) days at seven and one-half (7 ½) hours and fifty (50) days at six and one-half (6 ½) hours. The formula to calculate total hours worked in a normal work year is (191 x 7.5) + (50 x 6.5) equals total hours worked (1,757.5).
- (2) Since Class I employees receive twelve (12) paid holidays, the work year for all practical purposes is two hundred and fifty-three (253) days. Paid holiday entitlement pay is included in the annual salary but not reflected in hourly rates.
- (3) The hourly rate for Class I employees is computed by taking the annual salary and dividing it by the actual hours to be worked during the normal work year. The formula is annual salary divided by seventeen hundred fifty-seven and one half (1,757.5) hours equals hourly rate.

(b) Classification II - Ten Month Full-Time Salaried Employees

- (1) Class II employees work two hundred (200) days throughout the normal work year. These days will be contiguous with the academic calendar and are comprised of one hundred ninety-one (191) days at seven and one-half (7 ½) hours and

nine (9) days at six and one-half (6 ½) hours. The formula for calculating total hours worked in a normal work year is (191 x 7.5) + (9 x 6.5) equals total hours worked (1,491).

- (2) Since Class II employees receive ten (10) paid holidays, the work year for all practical purposes is two hundred ten (210) days. Paid holiday entitlement pay is included in the annual salary but not reflected in hourly rates.
- (3) The hourly rate for Class II employees is computed by taking the annual salary and dividing it by the actual hours to be worked during the normal work year. The formula is annual salary divided by fourteen hundred ninety-one (1,491) hours equals hourly rate.

(c) Classification III - School Term Full-Time Salaried Employees

- (1) Class III employees work one hundred eighty-one (181) days throughout the normal work year. These days will be contiguous with the academic calendar and the student instructional school term with a work day of six and one-half (6 ½) hours. These days shall not include Act 80 days or any other additional student days and any in-service hours required to maintain highly qualified status. Start and end times may vary from job to job. The formula to calculate total hours worked in a normal work year is (181 days x 6.5 hours) equals total hours worked (1,176.5).
- (2) Since Class III employees receive nine (9) paid holidays, the work year for all practical purposes is one hundred ninety (190) days. Paid holiday entitlement pay is included in the annual salary but not reflected in hourly rates.
- (3) The hourly rate for Class III employees is computed by taking the annual salary and dividing it by the actual hours to be worked during the normal work year. The formula is annual salary divided by one thousand seventy-six and one half (1,176.5) hours equals hourly rate.

12.4 Compensation for Years of Service

In addition to the salary as provided in this Article, employees shall receive compensation for their years of service and shall receive an additional onetime payment increase to their base salary that will remain as part of their base salary until a higher compensation payment is achieved. For purposes of this section, employees hired between July 1 and December 31 shall receive credit for a full year, employees hired between January 1 and June 30 shall receive no credit for that year.

- (a) Employees who have continuously served 5 years with the school district shall receive two hundred fifty (\$250) dollars added to their base salary.
- (b) Employees who have continuously served 10 years with the school district shall receive two hundred fifty (\$250) dollars added to their base salary.
- (c) Employees who have continuously served 15 years with the school district shall receive five hundred (\$500) dollars added to their base salary.
- (d) Employees who have continuously served 20 years with the school district shall receive one thousand (\$1,000) dollars added to their base salary.
- (e) Employees who have continuously served 25 years or more with the school district shall receive five hundred (\$500) dollars added to their base salary.

12.5 Compensation for Higher Education

In addition to the salary as provided in this Article, employees shall receive compensation for holding higher education degrees and shall receive an additional onetime payment increase to their base salary that will remain as part of their base salary until a higher compensation payment is achieved. Employees who hold multiple degrees shall receive the onetime payment at the highest compensation rate. Since employees are required to have at least two (2) years past high school to hold a position, there will be no compensation for an Associate's Degree.

- (a) Employees who hold a Bachelor's Degree shall receive five hundred (\$500) dollars added to their base salary.
- (b) Employees who hold a Master's Degree shall receive one thousand (\$1,000) dollars added to their base salary.

12.6 Annual Salaries and Hourly Rates

All SCA employees with the School District shall be governed by the following hourly rate/annual salary schedule unless separate negotiations for new positions have been concluded and documented. Newly hired employees will receive their salary prorated from date of hire.

Class I Twelve (12) Month Full Time Salaried Positions

2024-2025			
Step	Base	Bachelors	Masters
1-4	45,781	46,281	46,781
5-9	46,031	46,531	47,031
10-14	46,281	46,781	47,281
15-19	46,781	47,281	47,781
20-24	47,781	48,281	48,781
25+	48,281	48,781	49,281

2025-2026			
Step	Base	Bachelors	Masters
1-4	47,154	47,669	48,184
5-9	47,412	47,927	48,442
10-14	47,669	48,184	48,699
15-19	48,184	48,699	49,214
20-24	49,214	49,729	50,244
25+	49,729	50,244	50,759

2026-2027			
Step	Base	Bachelors	Masters
1-4	48,569	49,100	49,630
5-9	48,834	49,365	49,895
10-14	49,100	49,630	50,160
15-19	49,630	50,160	50,691
20-24	50,691	51,221	51,752
25+	51,221	51,752	52,282

2027-2028			
Step	Base	Bachelors	Masters
1-4	50,026	50,572	51,119
5-9	50,299	50,846	51,392
10-14	50,572	51,119	51,665
15-19	51,119	51,665	52,212
20-24	52,212	52,758	53,304
25+	52,758	53,304	53,851

2028-2029			
Step	Base	Bachelors	Masters
1-4	51,527	52,090	52,652
5-9	51,808	52,371	52,934
10-14	52,090	52,652	53,215
15-19	52,652	53,215	53,778
20-24	53,778	54,341	54,903
25+	54,341	54,903	55,466

Class IT Twelve (12) Month Full Time Salaried Positions

2024-2025			
Step	Base	Bachelors	Masters
1-4	51,500	52,000	52,500
5-9	51,750	52,250	52,750
10-14	52,000	52,500	53,000
15-19	52,500	53,000	53,500
20-24	53,500	54,000	54,500
25+	54,000	54,500	55,000

2025-2026			
Step	Base	Bachelors	Masters
1-4	53,045	53,560	54,075
5-9	53,303	53,818	54,333
10-14	53,560	54,075	54,590
15-19	54,075	54,590	55,105
20-24	55,105	55,620	56,135
25+	55,620	56,135	56,650

2026-2027			
Step	Base	Bachelors	Masters
1-4	54,636	55,167	55,697
5-9	54,902	55,432	55,962
10-14	55,167	55,697	56,228
15-19	55,697	56,228	56,758
20-24	56,758	57,289	57,819
25+	57,289	57,819	58,350

2027-2028			
Step	Base	Bachelors	Masters
1-4	56,275	56,822	57,368
5-9	56,549	57,096	57,642
10-14	56,822	57,368	57,915
15-19	57,368	57,915	58,461
20-24	58,461	59,008	59,554
25+	59,008	59,554	60,101

2028-2029			
Step	Base	Bachelors	Masters
1-4	57,963	58,527	59,089
5-9	58,245	58,809	59,371
10-14	58,527	59,089	59,652
15-19	59,089	59,652	60,215
20-24	60,215	60,778	61,341
25+	60,778	61,341	61,904

Class II Ten (10) Month Full Time Salaried Positions

2024-2025			
Step	Base	Bachelors	Masters
1-4	32,949	33,449	33,949
5-9	33,199	33,699	34,199
10-14	33,449	33,949	34,449
15-19	33,949	34,449	34,949
20-24	34,949	35,449	35,949
25+	35,449	35,949	36,449

2025-2026			
Step	Base	Bachelors	Masters
1-4	33,937	34,452	34,967
5-9	34,195	34,710	35,225
10-14	34,452	34,967	35,482
15-19	34,967	35,482	35,997
20-24	35,997	36,512	37,027
25+	36,512	37,027	37,542

2026-2027			
Step	Base	Bachelors	Masters
1-4	34,956	35,486	36,016
5-9	35,221	35,751	36,282
10-14	35,486	36,016	36,547
15-19	36,016	36,547	37,077
20-24	37,077	37,608	38,138
25+	37,608	38,138	38,669

2027-2028			
Step	Base	Bachelors	Masters
1-4	36,004	36,551	37,097
5-9	36,277	36,824	37,370
10-14	36,551	37,097	37,643
15-19	37,097	37,643	38,190
20-24	38,190	38,736	39,282
25+	38,736	39,282	39,829

2028-2029			
Step	Base	Bachelors	Masters
1-4	37,084	37,647	38,210
5-9	37,366	37,929	38,491
10-14	37,647	38,210	38,773
15-19	38,210	38,773	39,335
20-24	39,335	39,898	40,461
25+	39,898	40,461	41,024

Class III Full Time School Term Positions

2024-2025			
Step	Base	Bachelors	Masters
1-4	26,912	27,412	27,912
5-9	27,162	27,662	28,162
10-14	27,412	27,912	28,412
15-19	27,912	28,412	28,912
20-24	28,912	29,412	29,912
25+	29,412	29,912	30,412

2025-2026			
Step	Base	Bachelors	Masters
1-4	27,719	28,234	28,749
5-9	27,977	28,492	29,007
10-14	28,234	28,749	29,264
15-19	28,749	29,264	29,779
20-24	29,779	30,294	30,809
25+	30,294	30,809	31,324

2026-2027			
Step	Base	Bachelors	Masters
1-4	28,551	29,081	29,612
5-9	28,816	29,347	29,877
10-14	29,081	29,612	30,142
15-19	29,612	30,142	30,673
20-24	30,673	31,203	31,734
25+	31,203	31,734	32,264

2027-2028			
Step	Base	Bachelors	Masters
1-4	29,407	29,954	30,500
5-9	29,681	30,227	30,773
10-14	29,954	30,500	31,047
15-19	30,500	31,047	31,593
20-24	31,593	32,139	32,686
25+	32,139	32,686	33,232

2028-2029			
Step	Base	Bachelors	Masters
1-4	30,290	30,852	31,415
5-9	30,571	31,134	31,697
10-14	30,852	31,415	31,978
15-19	31,415	31,978	32,541
20-24	32,541	33,103	33,666
25+	33,103	33,666	34,229

Class 3N Full Time School Term Positions

2024-2025		
Step	LPN	RN/CSN
1-4	38,604	39,604
5-9	38,854	39,854
10-14	39,104	40,104
15-19	39,604	40,604
20-24	40,604	41,604
25+	41,104	42,104

2025-2026		
Step	LPN	RN/CSN
1-4	39,762	40,792
5-9	40,020	41,050
10-14	40,277	41,307
15-19	40,792	41,822
20-24	41,822	42,852
25+	42,337	43,367

2026-2027		
Step	LPN	RN/CSN
1-4	40,955	42,016
5-9	41,220	42,281
10-14	41,485	42,546
15-19	42,016	43,077
20-24	43,077	44,138
25+	43,607	44,668

2027-2028		
Step	LPN	RN/CSN
1-4	42,184	43,276
5-9	42,457	43,550
10-14	42,730	43,823
15-19	43,276	44,369
20-24	44,369	45,462
25+	44,915	46,008

2028-2029		
Step	LPN	RN/CSN
1-4	43,449	44,575
5-9	43,731	44,856
10-14	44,012	45,137
15-19	44,575	45,700
20-24	45,700	46,826
25+	46,263	47,388

Class IV - School Term Hourly Positions

The hourly rate for Class IV employees with 3% increases every year for the length of the contract is as follows:

Position	2024-25	2025-26	2026-27	2027-28	2028-29
Lunchroom/Playground Aide	\$16.50	\$17.00	\$17.51	\$18.04	\$18.58
General Cafeteria Worker	\$18.50	\$19.06	\$19.63	\$20.22	\$20.83
Van Driver	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38
Elementary In-School Suspension	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14

*Any General Cafeteria Work who holds the ServSafe Certification will receive an additional \$.50 per hour.

**ARTICLE XIII
INSURANCE BENEFITS**

13.1 Health Care Coverage

- (a) Full-time employees shall be provided with identical health care coverage that is provided to the teachers' bargaining unit. (As per the "me too" provision.)
- (b) Future governing provisions shall be those combined in the contracts of insurance which the District has negotiated or shall negotiate with future carriers. This clause shall not preclude the District from placing the coverage with different carriers.
- (c) The Secretarial-Cafeteria-Aides Bargaining Unit and the District have agreed that a "me-too concept" for insurance coverage under this provision will be in effect during the life of the Agreement. This implies that whatever coverage the Teachers Bargaining Unit agrees to with the District shall be applied to the Secretarial-Cafeteria-Aides Bargaining Unit full-time employee's classifications as well.

13.2 Contributions to Health Care - Dollar amounts reflect per pay deduction.

Class I & IT

		Deductions per pay					
EPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029		
Individual	\$45.62	\$48.62	\$51.62	\$54.62	\$57.62	8% Increase Each Year	
Parent/Child	\$52.60	\$57.60	\$62.60	\$67.60	\$72.60		
Parent/Children	\$52.60	\$57.60	\$62.60	\$67.60	\$72.60	8% Increase Each Year	
Employee/Spouse	\$52.60	\$57.60	\$62.60	\$67.60	\$72.60		
Family	\$52.60	\$57.60	\$62.60	\$67.60	\$72.60		
		Deductions per pay					
PPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029		
Individual	\$53.74	\$58.04	\$62.68	\$67.70	\$73.11	8% Increase Each Year	
Parent/Child	\$90.80	\$97.28	\$105.06	\$113.47	\$122.55		
Parent/Children	\$90.80	\$97.28	\$105.06	\$113.47	\$122.55		
Employee/Spouse	\$90.80	\$97.28	\$105.06	\$113.47	\$122.55		
Family	\$90.80	\$97.28	\$105.06	\$113.47	\$122.55		

Class II & 3N

Deductions per pay						
EPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Individual	\$36.93	\$39.93	\$42.93	\$45.93	\$48.93	\$3 Increase Each Year
Parent/Child	\$47.35	\$52.35	\$57.35	\$62.35	\$67.35	
Parent/Children	\$47.35	\$52.35	\$57.35	\$62.35	\$67.35	\$5 Increase Each Year
Employee/Spouse	\$47.35	\$52.35	\$57.35	\$62.35	\$67.35	
Family	\$47.35	\$52.35	\$57.35	\$62.35	\$67.35	
Deductions per pay						
PPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Individual	\$43.50	\$46.98	\$50.74	\$54.80	\$59.18	8% Increase Each Year
Parent/Child	\$84.45	\$91.20	\$98.50	\$106.38	\$114.89	
Parent/Children	\$84.45	\$91.20	\$98.50	\$106.38	\$114.89	
Employee/Spouse	\$84.45	\$91.20	\$98.50	\$106.38	\$114.89	
Family	\$84.45	\$91.20	\$98.50	\$106.38	\$114.89	

Class III

Deductions per pay						
EPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Individual	\$26.58	\$29.58	\$32.58	\$35.58	\$38.58	\$3 Increase Each Year
Parent/Child	\$36.82	\$41.82	\$46.82	\$51.82	\$56.82	
Parent/Children	\$36.82	\$41.82	\$46.82	\$51.82	\$56.82	\$5 Increase Each Year
Employee/Spouse	\$36.82	\$41.82	\$46.82	\$51.82	\$56.82	
Family	\$36.82	\$41.82	\$46.82	\$51.82	\$56.82	
Deductions per pay						
PPO	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Individual	\$31.03	\$33.20	\$35.53	\$38.01	\$40.67	8% Increase Each Year
Parent/Child	\$78.82	\$85.12	\$91.93	\$99.29	\$107.23	
Parent/Children	\$78.82	\$85.12	\$91.93	\$99.29	\$107.23	
Employee/Spouse	\$78.82	\$85.12	\$91.93	\$99.29	\$107.23	
Family	\$78.82	\$85.12	\$91.93	\$99.29	\$107.23	

13.3 Health Care Retirement Benefit

At retirement, according to PSERS guidelines, the School District shall provide to all full-time employees one (1) year of the current medical benefits package, to include dental, vision and prescription, for each six (6) years of service to the School District up to Medicare Eligibility. Full-time employees who have in excess of six (6) years of service shall have benefits prorated if the fractional amount is not evenly divisible by 6. For example: A full-time person with fourteen (14) years of service to the School District would receive two and one-third (1/3) years of benefits.

13.4 Life Insurance

- (a) Full-time employees shall be provided with group term life insurance equal to the nearest low thousand dollars of salary but no less than sixteen thousand dollars (\$16,000) for full-time employees. According to the insurance company, the District has to cap at a maximum of fifty thousand dollars (\$50,000).
- (b) Upon retirement, the full-time employee will be provided with a paid-up five thousand-dollar (\$5,000) life insurance policy.

13.5 Disability Insurance

(a) Institution of Plan

The Employer shall continue the disability income plan for regular full-time employees which shall provide not less than the coverage and the benefits described in this article.

(b) Eligibility

Employees with not less than two (2) years of service and under age sixty-four (64) shall be covered. A covered employee shall be eligible for benefits if they incur sickness or injury which renders them unable to engage in an occupation for which they are suited.

(c) Commencement of Benefits

Benefits for eligible employees shall commence on the first day following exhaustion of sick leave, but not sooner than the tenth (10th) day following the onset of the disability absence. If the employee incurs the disability on a day when they are not scheduled for duty in the District, such as a vacation day, holiday or day during a leave of absence, benefits shall not commence until the first day that the disability prevents them from performance of duties for the District, provided they have satisfied the other provisions relating to commencement of benefits.

(d) Amount of Benefits

The amount of the benefits shall be one hundred fifty (\$150.00) dollars per week. If the employee draws workmen's compensation benefits for the disability, the amount of the weekly benefits shall be reduced by the amount of the weekly workmen's compensation benefit. It shall be presumed that an employee disability is not work-related until it is shown to be work-related.

(d) Duration of Benefits

Benefits shall continue during the continuation of the disability up to a maximum of fifty-two (52) weeks of benefits. Once benefits have commenced, a week of disability shall qualify as a benefit week whether or not it is a week in which the employee would have performed duties for the District.

(c) Return to Work

A return to active duties for six (6) consecutive months or more following any one period of disability makes the employee again eligible for benefits even if a later disability results from the same cause.

(f) Plan Conditions

The plan shall contain such normal qualifications and conditions as are provided in plans underwritten by the carrier selected by the District as long as the plan provides not less than the coverage and benefits identified in the preceding paragraphs.

13.6 Part-time Employees

Part-time employees may enroll in any District insurance program at the District group rates provided the following are met:

- (a) The carrier must agree to the participation by the part-time employee.
- (b) The part-time employee must participate for at least a twelve (12) month period.
- (c) The part-time employee must pay the full cost of the program to the District on a monthly basis. Failure to meet the monthly due date shall result in a five percent (5%) surcharge assessed to the individual.

13.7 Withdrawal from Insurance Program

- (a) Any employee who withdraws from all of the insurance/fringe benefit packages provided for by the existing collective bargaining agreement which include, hospitalization, medical-surgical, major medical, dental, prescription and vision shall the combined total of one (1) month of the EPO Family premium cost, one (1) month of the dental premium cost, and one (1) month of the vision premium cost for each school year that an employee does not participate in the programs.

To receive the benefit cited in this subsection, the employee cannot be covered by any plan paid for by the District. (For example, an employee who opts out as an individual cannot then be covered through a parent or spouse who is covered through the District.)

The District may elect to provide the Consortium coverage provided in the Agreement in the manner least costly to the District. (For example, coverage as two individuals is cheaper than coverage as husband and wife.) The employee will only be required to pay the least costly contribution. (For example, the contribution for husband and wife coverage is cheaper than the contribution for two individual coverages.)

- (b) An employee withdrawing from the insurance program must notify the District in writing that they are withdrawing from the program effective immediately and must direct the District to immediately cancel their insurance with the District insurance carrier. Such written notice must be submitted on the form supplied by the District business office signed by the employee and delivered to the business manager.
- (c) The monetary benefit to be provided shall be paid in two equal payments during the months of September and March of each school year that the employee does not participate in that program as evidenced by the employee's written notice of withdrawal of such insurance. Such payment shall be made only after the employee presents written proof of alternative health care coverage.

- (d) An employee may rejoin the insurance program any time for a qualifying life changing event by written notice within 30 days of the event and delivered to the business manager directing that they will be enrolling in the District insurance program, in which case, coverage shall be effective the first month following the month that the employee delivers the written notice to rejoin the program. Such notice shall be on forms supplied by the District and signed by the employee. If the district is not notified within 30 days of a qualifying life changing event, the employee may elect to make changes during the district's next annual enrollment.

- (c) If an employee withdraws from the insurance program after July 1, or if the employee having withdrawn from the insurance program, rejoins the program during any school year, or if an employee otherwise fails to remain out of the insurance program for less than a full year in any school year, then the annual benefit for that school year shall be prorated on a daily basis. The dates of participation or non-participation shall be determined by the delivery date to the business manager of the written notice provided for above. If, as a result of such prorating, an employee is required to reimburse the District, the amount of reimbursement may be deducted from the employee's subsequent pay in installments no greater than one hundred (\$100.00) dollars per pay.

13.8 Liability Insurance

During the term of this Agreement the District shall maintain in force a Comprehensive General Liability Policy similar to General Liability Policy 40C425010 or an equivalent.

13.9 Vandalism

The District shall provide a vandalism fund of one thousand dollars (\$1,000) a year for each year of the agreement. This covers employees' personal property, auto, etc. One hundred dollars (\$100.00) per incident with leftover monies to be dispensed to cover individual's deductible.

ARTICLE XIV
DEDUCTION OF FEDERATION MEMBERSHIP DUES

14.1 Written Request

The Employer shall deduct from the wages of each Federation employee, from whom it receives a signed authorization to do so, the Federation periodic membership dues. Equal deductions shall be made twice a month from the employee's wages in accordance with Article XIV, Section 14.2 of this Agreement.

14.2 Deduction

The Employer shall promptly remit the membership dues deducted, pursuant to such authorizations, with a written statement of the names of the employees from whom deductions were made. Said list shall also include the amount deducted from each employee. Remittance shall be made to the Secretary-Treasurer of the Federation.

14.3 Authorization Cards

- (a) Deductions from wages in any amount shall be on the basis of authorization cards on hand or received by the Business Manager of the Employer prior to the last day of the preceding month.
- (b) Authorization cards shall comply with all legal requirements and shall remain in force unless removed by the Federation employee. Such revocation shall be submitted to the Employer and to the Federation by certified letter and must be given during a period of fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

14.4 Indemnification

The Federation shall hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Federation membership fees including the cost of defending against any such claim. The Federation shall have no monetary claims against the District by reason of not being able to perform under this section.

14.5 Fair Share

Fair Share fees shall not be collected until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in *Janus vs AFSCME*, Council 31, 138 S. Ct. 2448 (2018) is reversed, or the collection of Fair Share fees is made legal in some manner. In the event that the Fair Share again is deemed legal, all the provisions of this section that existed in the 2019-2024 agreement pertaining to the obligations of non-members to pay Fair Share fees and the District's deduction of such Fair Share fees shall be reinstated in full force and effect subject to any limitations in federal or state law.

ARTICLE XV MAINTENANCE OF MEMBERSHIP

15.1 Membership

The Employer agrees that the employee, who on the effective date of this Agreement is a member of the Federation and each employee who becomes a member after that date shall as a condition of continuing employment maintain their membership in the Federation for the duration of this Agreement, in accordance with the "Maintenance of Membership" provision as defined in Article III. Subsection (18) of the Public Employee Relations Act, Act 195.

15.2 Requirements

For the purposes of this Article, membership requirements shall be satisfied by timely payment of periodic dues.

ARTICLE XVI
TERMS OF THE AGREEMENT

The term of this Agreement shall be for five (5) years, July 1, 2024 to June 30, 2029 and thereafter from year to year unless either party shall not less than one hundred eighty-one (181) days prior to June 30, 2029 or any annual expiration date furnish notice in writing to the other of a desire to negotiate the terms and conditions of a new collective bargaining agreement. Such negotiations shall begin no later than one hundred seventy-one (171) days prior to the expiration date.

IN WITNESS WHEREOF, THE DISTRICT has caused this Agreement to be signed by its President, attested and sealed by its Secretary, and the CARLYNTON FEDERATION OF TEACHERS, AFT LOCAL # 2120, AFT-PA, AFL-CIO, SECRETARIAL-CAFETERIA-AIDES UNIT has caused this Agreement to be signed by its President and attested to by its Secretary.

IN WITNESS WHEREOF, THE PARTIES HAVE HERE TO DULY EXECUTED THIS AGREEMENT ON THIS DAY NOVEMBER 27, 2024.

ATTEST: BY:

CARLYNTON SCHOOL DISTRICT



James Schriver
School Board President



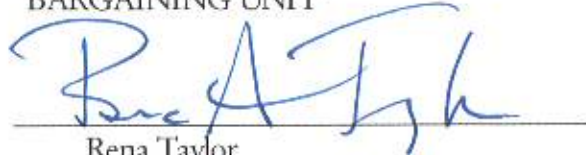
Keith Bielby
School Board Secretary

ATTEST: BY:

SECRETARIAL-CAFETERIA-AIDES
BARGAINING UNIT



Christina Foley
SCA President



Rena Taylor
SCA Vice President

APPENDIX A

Classification of Secretarial, Cafeteria and Aides Positions

Classification I	Twelve-Month Full-Time Salaried Positions Secretary - JR/SR High School Secretary - Access/Athletics/Activities Secretary - Elementary School Secretary Secretary - Pupil Services Secretary - Special Education Secretary - Guidance Department Registrar/Child Accounting/PIMS Administrator Systems Administrator/Technology Assistant
Classification II	Ten-Month Full-Time Salaried Positions JR/SR High School Attendance/Security Secretary
Classification III	School Term Full-Time Salaried Positions Elementary Library Aide/Clerical Aide ELL Aide Instructional Aide Personal Care Aide Life Skills/Autistic Support Aide Lunch Cook/Special Events Cook Nurse Assistant Shop Aide
Classification IV	Part-Time Hourly Positions Lunchroom/Playground Aide General Cafeteria Worker Van Driver
Supplemental	To be paid at either an individual's respective hourly rate or the position's hourly rate, whichever is higher. Elementary Security Receptionist Elementary In-School Suspension Aide Elementary Secretary (Due to their Absence) Elementary Secretary Lunch & Breaks JR/SR High School Attendance/Security Secretary (Due to their Absence) JR/SR High School Attendance/Security Secretary Lunch & Breaks Morning or Afternoon Bus Aide

APPENDIX B

Agreement between the District and School Lunch Cafeteria Contractor

The wages to be paid by the Contractor (A.R.A.) to Bargaining Unit members working in the District Cafeterias, including the Cafeteria Van Driver, will be the wage rates as negotiated in this Collective Bargaining Agreement.”

APPENDIX C
Carlynton School District Seniority List
Secretarial-Cafeteria-Aides

Last Name	First Name	Date of Hire	Seniority Rank
Class 1			
Taylor	Rena	5/26/1998	3
Stengel	Sharon	3/18/2004	14
Zenone	Angie	10/2/2008	19
Gallagher	Kari	2/6/2018	24
Burnett	Holly	8/20/2019	27
Thomas	Megan	2/7/2022	31
Kozy	Erin	8/14/2023	37
Etkins	Brittany	9/12/2024	52
Class 2			
Watson	Kathy	9/2/1997	2
Class 3			
Rust	Carol	8/17/1993	1
Kizina	Denise	9/2/1998	4
Ferro	Kathleen	9/9/1999	5
Klein	Deborah	11/23/1999	6
Rose	Lorrie	5/3/2000	7
Foley	Christina	10/15/2001	8
Stinelli	Sharon	1/23/2002	9
Quilan	Pamela	6/11/2002	10
Wagner	Kimberly	12/12/2002	12
Trombetta	Chris	2/23/2004	13
Ankrom	Sue	11/21/2005	16
Irwin	Cheryl	6/26/2008	18
Hemmelreigh	Katherine	2/19/2009	20
McGuire	Molly	11/2/2015	22
Lambert	Justin	9/7/2016	23
Cramer	Brandi	12/4/2018	25
Tate	Michelle	10/15/2019	28
Corral	Jane	2/26/2020	29
Curtain-Brown	Jamie	2/1/2022	30
Sokol	Rachel	8/23/2022	32
Dougherty	JoLynne	9/6/2022	33
Evy	Amanda	11/30/2023	41
Nolan	Nicole	2/12/2024	44
Macek	Rebecca	4/15/2024	47
Peacock	Carric	5/22/2024	48
Weisal	Donald	8/21/2024	49
Walton	Tyree	9/16/2024	53
Sykes	Cheyenne	10/19/2023	39

Appendix D
Class I, II, III and IV Evaluation Form

General Competencies (Any competency rating of unsatisfactory or developing must be documented using specific examples on the back of this form)	Unsatisfactory (1)	Developing (2)	Satisfactory (3)	Exceeds Expectations (4)
Staff Reports to assigned area on time				
Staff makes effective use of time				
Staff is able to meet deadlines for work				
Staff completes work thoroughly and diligently				
Staff maintains composure with students				
Staff complies with directives from teachers and administrators				
Staff adheres to district and state policies and procedures				
Staff cooperates with fellow staff members as a team member				
Staff behaves in a professional manner				
Staff takes responsibility and demonstrates initiative				
Rubric	10-15 Unsatisfactory	16-25 Needs Improvement	26-40	

Satisfactory Employee's Total Score _____ Employee's Rating _____

*Employee Signature

Date

Evaluator Signature

Date

**A signature on this report indicates that the employee has read the report and has had an opportunity for discussion with the evaluator. The employee will receive a copy of this evaluation and a signed copy will be placed in the employee's official personnel file. An employee may add a statement of clarification to this record within ten (10) working days of receiving his/herself copy of the completed evaluation form. Said statement shall be attached to the copy of this form in the employee's personnel file.*

Documentation with citing of specific examples for any rating of unsatisfactory or developing in any competency category:

Appendix E
Class I, II, III and IV Improvement Plan

Employee: _____

Position/Assignment: _____ Date of Conference: _____

Improvement Plan Goal(s): *In the space below develop no more than 3 goals based upon the evidence listed on the evaluation form located in Appendix E of the CBA. Please include what indicators/evidence will be used to measure your achievement.*

<i>Goal :</i>
<i>Expected Outcome:</i>
<i>Evidence/Indicators:</i>

Employee Signature

Date

Supervisor/Evaluator Signature

Date

