

Support Staff Employees

Agreement Between

Mountain View School District

And

Mountain View Educational Support
Professional Association

July 1, 2020 to June 30, 2024

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Agreement

This Agreement entered into this 26th day of July, 2021, by and between the Board of School Directors of the Mountain View School Directors of the Mountain View School District, Kingsley, Pennsylvania, hereinafter called the “Board” or “District” and the Mountain View Educational Support Professional Association – PSEA-NEA, hereinafter called the “Mountain View ESPA” or the “Association.” Collectively the Association and District shall be referred to as the “Parties.”

Section 1 – Exclusive Rights

The rights and privileges of the Association and its representatives set forth in this Agreement shall be granted only to the Association and no other organization which purports to represent employees in the bargaining unit.

Section 2 – Modification of Agreement

This Agreement shall not be modified in whole or in part except in writing executed by the parties.

Section 3 – Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all support employees now employed or hereafter employed during the term of this Agreement.

Section 4 – Separability

If any article or clause of this Agreement shall be determined to be invalid or illegal for any reason, such determination shall not invalidate the remainder of the Agreement.

Section 5 – Term of Agreement

The term of this Agreement shall begin July 1, 2020 and shall continue in full force and effect through June 30, 2024.

The Parties hereto agree that no additional negotiations concerning this Agreement or concerning wages, hours, or terms and conditions of employment will be conducted on any item, whether contained herein or not, during the term of this Agreement, unless by mutual consent of the parties.

Section 6 – Statutory Savings

Nothing contained herein shall be construed to deny or restrict to any bargaining unit member such rights as he or she may have under the Public School Code of 1949, as amended, the Public Employee Relations Act, Act 195, Act 88 of 1992 or other applicable laws and regulations.

Preamble

Both Parties to this Agreement affirm that public employment is to be regarded as a career, and that as such, the following terms and conditions shall be of the caliber to attract and maintain employment with the District the best personnel available. Both Parties further affirm that each support employee, in whatever capacity he or she serves the District, shall at all times be a dedicated, courteous, and efficient representative of public employment, and fully realizes that he or she is under constant scrutiny of the public at large and that he or she is performing an essential public service.

Article III – Management Rights

Except as expressly and validly limited by provisions of this Agreement, the Board reserves the right to unilaterally determine the organization structure, the standards for selection for employment, the standards of services; to direct and assign its employees; as to all disciplinary action taken, the same shall be subject to just cause; to relieve its employees of duty because of lack of work or other legitimate reasons; to utilize technology; to maintain the efficiency of governmental operations and all of the authority, rights and responsibilities possessed by the employer are retained by it, including but not limited to, the right to determine the mission, purposes, functions, objectives, budget, policies of the employer; to determine the facilities, methods, means and number of personnel for the conduct of the employer's programs subject only to the qualifications set forth in the PA School Code.

Article IV - Definitions

Employer – Mountain View School District

Employee – An employee is a person covered by this collective bargaining agreement

Full-Time – A full-time employee is an employee who regularly works thirty-five (35) hours or more per week for 180 days or more

Part-Time – A part-time employee is an employee who works less than thirty-five (35) hours per week on a regular basis

Substitute and temporary employees –

- a) Substitute: A substitute employee is anyone who works during the absence of an employee; including, but not limited to, an approved leave of absence or extended leave of absence.
- b) Temporary: A temporary employee is anyone who is hired to do work of a specialty nature. Work of a specialty nature shall be defined as work that is district and non-conforming to the regular and/or routine work that any member of the bargaining unit does on a day-to-day basis.
 - i. Employment of temporary employees shall not exceed ninety (90) calendar days in any one (1) school year except by agreement between the District and the Association.
 - ii. Notwithstanding the foregoing, the Mountain View ESPA waives no rights or claims regarding the nature of bargaining unit work.

Substitute and temporary employees shall not be covered by this Agreement.

There shall not accrue to any substitute or temporary employee hired here under, any additional benefits as provided to full-time bargaining unit employees.

Vacancy – A vacancy is a position that is open because of retirement, discharge, resignation or death.

District Seniority – An employee's length of continuous full-time/part-time service with the District since his or her most recent date of employment.

Classification Seniority – Employees length of continuous full-time/part-time service within a current classification.

Part-time workers will be given seniority classification and district seniority only on the basis of actual hours worked.

Article V – Association Business

Section 1 – Association Business

There shall be no Association activity on District time, except for visits to work stations by an authorized UniServ Representative, which may be made after approval of the Superintendent or his/her designee, so long as the visit takes place during the employee's lunch or break. In the case of an emergency, the UniServ representative should notify the Superintendent or his/her designee before or upon his/her arrival at the school and reason for the visit.

Section 2 – Association Days

As the Association deems necessary and upon notice and at the discretion of the Superintendent, whose discretion shall not be unreasonably withheld, the Association President and/or designee shall be granted up to six (6) days leave or its equivalent. These days shall be for the purpose of conducting Association business or attending Association meetings.

The District shall pay the Association president/designee for two (2) days of said leave. The Association agrees to reimburse the District for a substitute's wages for the President or designee for the additional days where substitute coverage may be necessary. The need for a substitute shall be determined by the Superintendent or his/her designee where the employee is assigned.

While utilizing Association days or release time, the bargaining unit member shall suffer no loss of wages, benefits, or contractual or statutory advantage to which they are or may become entitled.

The six (6) days of Association leave time shall not be cumulative from year to year.

Section 3 – Use of School Buildings

The Association and its representatives shall have the use of school buildings for meetings after school hours if those buildings are unscheduled for other use the time requested. Arrangements for such meetings shall be made through the use of School Dude or any other internet program used by the district for scheduling facility use.

Section 4 – Use of Bulletin Boards and Mail System

The Association shall have reasonable use of bulletin boards, inter-school mail facilities and school mailboxes.

Section 5 – Use of Equipment

The Association shall have reasonable use of school facilities and equipment, including typewriters, computers, copiers, calculators, fax machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the District's cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

Article VI – Working Conditions

Section 1 – No Strike – No Lockout

It is understood that there shall be no strike, as the term is defined in Act 88 of 1992 (Act 88) during the life of this Agreement, nor shall any officer, representative, or official of the employee bargaining group authorize, assist or encourage any such strike during the life of this Agreement.

The employer will not engage in any lockout, as the term is defined in Act 88 of 1992 (Act 88) during the life of this Agreement.

Section 2 – Assault, Bullying, Harassment and Sexting

Any employee who is a victim of assault, bullying, harassment, or sexting while at work is to contact the superintendent, the business manager, and the president of the Association. The employee will be advised as to appropriate assistance through workers' compensation, disability, personal property, liability insurance, and any other benefits.

An employee who is a victim of an assault, bullying, harassment, or sexting which occurs off the school premises but which is work-related shall notify the Superintendent, the business manager, and the president of the Association in order to determine what assistance may be available.

An employee who is a victim of a physical assault on school premises or during a school related activity which assault results in injury shall not be charged sick days if said absence is medically documented and workers' compensation has not commenced.

Section 3 – Postings, Vacancies

When a permanent vacancy occurs and the Board determines to fill said vacancy or a new position is created in the present facilities, the vacancy or new positions shall be posted by the District in school buildings for five (5) workdays. If any bargaining unit member is interested in being considered for that position, he or she must file a letter of interest with the Superintendent within the five (5) day period for posting. Current bargaining unit employees of the District submitting a written letter of interest will be considered for the position prior to outside advertising for applicants. Current bargaining unit employees will be notified by letter stating approval, still under consideration, or denial of same prior to advertising to the public. The Superintendent shall be responsible for the final decision for internal requests for transfer.

- a) The internal posting notice will include the qualification(s) required, the starting wage, how application should be made, and time limits, if any, for filling the position.
- b) For Food Service employees in both the elementary and high school cafeterias, the internal posting shall be placed on the cafeteria bulletin boards and in the designated mailbox in each building for food service employees, as well as on the District website.
- c) During the summer months, a 10-day notice of such vacancy shall be posted in school buildings and a copy of the posting sent via email to each member of the Association who is on summer recess. Any such vacancies shall be sent to the employees' district provided email address.
- d) Transfer to a position following posting and letter of interest shall be based up on possession of the requisite qualifications for the position. If the approved transfer results in a vacancy in a different employee classification that vacancy shall be posted as provided above. If more than one (1) current bargaining unit employee responds to the posting, qualifies, and is considered for transfer to the position, seniority will be the deciding factor if all things are equal.

- e) Any employee who applies for and is awarded a position shall not be entitled to apply for another position for a period of twelve (12) months. Any changes to this time frame shall be agreed to by the Superintendent and the president of the Association. The 12-month period shall commence five (5) days after the new position is filled.
- f) If the position remains open three (3) months after advertisement, the Board agrees to discuss this situation with the Association to determine if there is anything either party can do to promote additional applications for the position.

Section 4 – Transfer within Classification and between Classification

Within Classification - When an employee transfers within a classification, he/she shall not serve a sixty (60) workday probationary period. The hourly rate shall remain the same as held in the prior position within that classification. District seniority shall be maintained at the level attained prior to the transfer. Any improvements in contract benefits become available upon the effective date of the transfer.

Between Classifications – When an employee transfers from one classification to another he/she shall not serve a sixty (60) workday probationary period. Vacation days, for two hundred sixty (260) day positions, shall be paid out or used prior to transferring to the new position.

District-wide seniority shall be maintained; classification seniority begins on the date of transfer. Any benefits associated with the new classification will begin according to the terms and the conditions of the contract. Hourly rate will be at the entry level for the new classification.

Section 5 – Seniority

Definition

For newly hired employees both district and classification seniority will begin upon satisfactory completion of the sixty (60) day probationary period. Upon completion of the probationary period, the employee shall acquire seniority status back to the date of hire.

Substitute hours or temporary employee hours will not count for either district or classification seniority.

Probationary Period

During the probationary period of the aforesaid sixty (60) actual workdays, employees may be laid off or discharged as exclusively determined by the Board.

Seniority List

No later than October 1st of each contract year, the District shall post on the main bulletin board in both school building, a seniority list showing both district and classification seniority of each employee's continuous service. A copy of this seniority list shall be forwarded to the Association. Any errors identified shall be forwarded to the District within two (2) weeks of receipt of the list. If the District determines the errors to be valid, a new seniority list shall be issued within two (2) weeks. If the District finds errors invalid, the Superintendent shall notify the Association's President. The Association shall be able to grieve the errors on the seniority list.

Layoff Procedures

- a) Layoff and Notification

It is understood and agreed that in the event the Board plans to lay off employees in the bargaining unit for any reason, the District will notify the Association in writing of its plans thirty (30) calendar days prior to the effective date that such action is proposed to commence. Upon notification to the Association of such plans, a meeting shall be arranged between the Parties within five (5) work days of such notification to review the anticipated layoff and the effect the layoff will have on employees within the bargaining unit.

- b) Such layoff shall be accomplished by laying off, first, all employees with temporary appointments and then part-timers with the exception of cafeteria classification where all employees are part-time unless grandfathered. If further layoffs are necessary, then employees shall be laid off in the inverse order of their classification seniority unless they are able to bump another employee's job in another classification.
 - i. Where it is demonstrated that a more senior employee lacks the skills to perform the duties and responsibilities of the position to which they would be transferred due to layoffs, the Board shall have the right to retain the employee with less District seniority. Any employees to be laid off shall receive no less than 30 calendar days, written notice, with a copy to the Association President.
- c) Laid off employees shall be placed on a recall list in order of the seniority. If the Board decides to refill the previous positions that were abolished within a period of two (2) years or less, then the employees laid off shall be offered vacant or newly created positions, if the following conditions are met:
 - i. The person is qualified to perform the work, as determined by the Board.
 - ii. The person accepts the Board's offer of re-employment (sent to their last known address) within three (3) weeks, and actually starts work within the same three (3) weeks, or the person shall be considered resigned.
 - iii. The furloughed employee shall notify the district for two (2) years that they are ready, willing, and able to be recalled. The district's obligation to recall shall end after two (2) years.

Rights of Employee When Layoff Occurs

- a) When layoff occurs, the employee shall have the right to "bump back" to any previously held position in which someone with less District seniority is employed, provided the person is qualified to perform the duties in that position.
 - i. The least senior person "bumped" would then be laid off and placed on the recall list.
 - ii. The employee who bumped back will be compensated in the new position at the same wage as if the employee started in the new classification in the year he/she was originally employed by the District and given credit for each year actually worked.
- b) Continuous Service An employee's continuous service record shall be broken by voluntary resignation, retirement or discharge unless the employee returns to work in any full-time capacity within one year. In the event of a lay-off the time frame is extended to two years. Laid off employees who return will return to the same level of seniority as of their last days of work.

Rights of Employer

Nothing contained in this Agreement is intended to interfere with the right of the employer to create, change, suspend or abolish positions in the District.

Section 6 – Hours/Day of Work

Full-Time Employees

The following shall apply to full-time support staff employees:

- a) **Clerical:** The basic work year shall be at least 196 days and not more than 260 days. These days shall include all days that school is in session unless an exception is approved by the Superintendent. All clerical employees shall work a seven and one quarter (7.25) hour workday, which includes a thirty (30) minute paid lunch break. Any library clerical position shall have a work year of 180 days within the confines of the student calendar.
- b) **Maintenance/Custodial and Technical:** Employees shall work eight (8) hours per day, which includes a thirty (30) minute paid lunch break and fifteen (15) minute paid break , 260 days per year.
- c) **Paraprofessional:** Paraprofessional employees shall work seven and one quarter (7.25) hours, which includes a thirty (30) minutes paid lunch break, with a work year of 180 days within the confines of the student calendar plus required training on three (3) district in-service days pursuant to Article VIII, Compensation, Section 6, Reimbursement for Required and Non-Required Training. Any Paraprofessional working with students requiring medical access paperwork will work and additional 15 minutes per day and receive compensation to complete the paperwork. Medical Access paperwork shall either be completed electronically or in legible handwriting.
- d) **Two Hundred Sixty Day Clerical:** Clerical positions may be reclassified as 260 day positions when there is a vacancy created by a resignation, a transfer, the creation of a new position, termination, retirement, or death. The Parties to this Agreement will meet and discuss when the District considers a change to a 260 day position for any of the above reasons. The 260 day positions shall be posted according to the provisions of Article VI, Working Conditions, Section 3. Summer clerical hours shall not apply to the 260 day clerical assignments.
- e) **School Health Technician/RN/LPN:** School Health Technician/RN/LPN shall work seven and one quarter (7.25) hours which includes a thirty (30) minute paid lunch break, with a work year of 180 days and six non-student attendance days to be scheduled for summer record update and other needs within the confines of the position.

Part-Time Positions

The following shall apply to part-time support staff employees:

Employees who regularly work less than a thirty-five (35) hour work week are considered part-time employees. The District has the discretion to schedule part-time employees for additional hours so long as it is not on a long term basis.

- a) **Monitors: Cafeteria/Hall/Study Hall:** Cafeteria monitors, when scheduled for five (5) hours or more, are permitted to take a fifteen (15) minute paid lunch break during one of the cafeteria periods providing that they are available in the cafeteria for emergency supervision. Monitors shall take their lunch breaks during different lunch periods. No lunch time is to be taken if the scheduled daily time is less than five (5) hours per day.
- b) **Food Service:** Positions are considered part-time except as noted in the Grandfather Clause (Article XI, Section 1). Food Service employees shall continue to receive their lunch at no cost during a thirty (30) minute paid break. Any food service employee required to do paperwork will

receive fifteen (15) minutes compensation per week to complete. Further, an additional hour of compensation shall be provided for stocking task to the assigned individuals on the days stock is delivered. Task shall be assigned on a rotating basis.

- c) **Eight and Sixteen Hour Custodial/Maintenance:** Positions are considered part-time and are normally for week-end shifts.

The District has the discretion to schedule a full-time employee for additional hours as long as they are paid overtime if that employee has worked 40 hours. The scheduling of additional hours shall not be a regular occurrence.

Section 7 – Summer Clerical Hours

The high school and elementary school offices with special summer hours shall be open during the summer months. The summer schedule shall begin five (5) days after the last teacher day and end five (5) days before the first teacher day of each school year. The office shall not be opened for any time period on Independence Day.

In order to provide additional summer coverage, the current clerical staff shall be responsible for maintaining adequate coverage. In the elementary school, two (2) elementary and one (1) director of special service clerical working 11- months shall divide the summer hours fairly among themselves. In the high school, two (2) high school and one (1) guidance clerical working 11 months shall divide the summer hours fairly among themselves. Each 223 day clerical position will work twenty-four (24) summer days at six (6) hours per day. The 206 day clerical position will work a minimum of ten (10) days at six (6) hours per day for state reporting. A tentative calendar for the summer hours will be presented to the Superintendent or his/her designee for approval approximately April 1st prior to each summer. Said approval shall not be unreasonably withheld.

If at any time during the summer an individual clerical employee is presented with an emergency whereby he/she is unable to be at the office on his/her scheduled day or for a scheduled time period, that individual clerical employee will make every possible effort to insure coverage for the office and will advise the Superintendent or his/her designee who shall determine if coverage is necessary and if so by whom.

Section 8 – Rights of Employee

Whenever an employee is required to meet with any representative of the employer concerning a matter which could adversely affect the employee's employment, the employee shall be given reasonable prior written notice of the date, the time, the place and the general nature of the meeting and shall be entitled to have an Association Representative present.

Section 9 - Flexible Schedule for 223/206 Clerical Employees

Clerical employees who have a work year of 223/206 days may, upon mutual agreement between the employee and his/her supervisor, workdays which are not regularly scheduled. If such days are worked, an equal number of regularly scheduled workdays will not need to be worked so the total 223/206 work days in the work year are not exceeded.

Section 10 – Safety

Employees shall not be required to work in unsafe or hazardous working conditions.

Section 11 – Extended School Year Employment

Work that is being offered during the summer or when school is not in session which is of similar nature to the regular work done by the employee covered by this Agreement shall be offered to the Mountain View ESPA prior to those positions being advertised to the community. Any covered employee hired to work within the District outside their regularly scheduled days shall be compensated at their current rate if the work is within their same classification. If the work is outside of their classification the starting rate for the classification shall apply.

Section 12 – Uniforms or Requisite Apparel

Whenever an employee is required as a condition of employment to wear specialized clothing or shoes, the District shall either reimburse the employee for the reasonable cost of those items or provide the items to the employee.

Cafeteria employees shall be reimbursed up to \$60.00 at the beginning of each school year as a reasonable reimbursement for non-skid footwear which shall be considered required shoes for their job. Reimbursement shall only occur upon submission by the employee of the original receipt to the business office which upon request shall make a copy thereof and initial and date it for the employee for his/her own files.

All custodial/maintenance shall have the option to wear non-skid steel-toes footwear for their job. Employees will be reimbursed up to \$100.00 at the beginning of each school year as a reasonable reimbursement for said footwear. Reimbursement shall only occur upon submission by the employee of the original receipt to the business office which upon request shall make a copy thereof and initial and date it for the employee for his/her own files.

Although long pants are not deemed requisite clothing for their jobs; the District strongly recommends wearing long pants as a precaution for burns or cuts could occur in the execution of your duties.

Article VII – Leaves

Section 1 – Holidays

For the purpose of this Agreement specific paid holidays shall be granted to full-time employees who work a minimum of two hundred sixty (260) days. The stipulated paid holidays shall be granted on the following days:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. Floating Holiday

In addition, for a 262 day year the day after Thanksgiving and the day after Christmas shall be scheduled off. In addition, for a 261 day year the day after Thanksgiving shall be scheduled off. With these extra days off the employee only works 260 days. Paid holidays shall be the nine (9) days listed above and shall not include the additional days off for 261 and 262 day years. Calculation of the 261 and the 262 day

year shall be based on the fiscal year of the school district. Employees required to work on these days off shall receive their regular hourly rate or overtime of applicable.

The 260-day employee may request a floating holiday upon written request to their direct supervisor and the approval of the Superintendent. The floating holiday may be taken only on non-student days. The Superintendent's approval shall not be unreasonable withheld.

Full-time employees scheduled to work for two hundred twenty three (223) days or more but less than two hundred sixty (260) days shall receive holiday pay for the following:

1. Memorial Day
2. Independence Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

Payment for these days shall be based on the regular daily schedule and hourly rate for Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day, and the summer daily hour schedule and daily rate for Independence Day.

The 206-day Clerical Positions shall receive holiday pay for Thanksgiving Day and Christmas Day. Payment for these days shall be based on the regular daily schedule and hourly rate.

Should any of the designated holidays occur on Sunday, the following Monday instead of Sunday shall be recognized and observed as the holiday in question. Should any of the designated holidays occur on Saturday, the preceding Friday shall be recognized and observed as the holiday, provided that day is so designate by law.

- a) Payment for working on a holiday; when a qualifying employee is required to work on a holiday as identified in this Article, he/she shall be paid at a rate of one and one half (1 ½) times his/her regular rate in addition to regular pay.
- b) Call out pay; when an employee is required to work on a holiday and has not been previously scheduled to do so, he/she shall be selected in the same manner as they would be for overtime, but in no event he/she shall receive less than four hours of holiday pay, as described above, regardless of the actual time spend on duty.
- c) No employee may claim additional compensation to his/her annual pay unless as set forth above.

In order for an employee to be eligible to receive holiday pay as provided for in Section 1 above, an employee must:

- a) Be actively employed by the District during sixty (60) calendar days prior to the holiday, or day observed as such; and
- b) Have performed work or have been in payroll status for the District on the last scheduled work day immediately preceding, and immediately following the holiday in question, or the day observed as such on which he/she was scheduled to work by the District unless his/her absence from work was authorized by the District. When an employee is in the hospital or is sick during the above period and provides the District with a doctor's excuse, the employee shall not lose holiday pay.

Section 2 – Vacation

For the purpose of this Agreement, vacation days shall be granted to full-time employees who work two hundred sixty (260) days or more.

For new hires vacation time will accrue during the year at a rate equal to the number of days the employee is eligible for divided by the number of days the employee is scheduled to work. For employees employed by the district for three years, the total yearly allotment of vacation days shall be granted on July 1st of each year.

Vacation eligibility shall be as follows:

- a) On July 1st following an employee's date of hire, the employee will become eligible each and every July 1 for vacation in accordance with the following schedule:

- I. 10 years of service - 10 days
- II. 19 years of service – one (1) day for each year of service

Example: Employee who is employed for 14 years will receive 14 vacation days. 20 years or more of service – 20 days.

- b) When an employee is hired, he shall be given five (5) days of vacation prorated from the date of hire until June 30th following the date of hire. Example: The employee is hired January 1, 2009, He is eligible for 2.5 days of vacation prior to July 1, 2009
- c) The Association and District agree that an employee's eligibility for vacation days as of July 1 of any year is subject to the condition that the employee works until June 30 of that year. Failure to complete the school year when an employee has already exhausted his vacation shall result in the employee's last paycheck being reduced by prorating the number of vacation days for which he was not eligible. Example: An employee is eligible for 12 vacation days on July 1, 2009. (Employee has 12 years of service). The employee has taken his entire vacation (12 days) in July. The employee terminates his service with the District in January 2010. The employee's final paycheck shall be reduced by the amount of money equal to 6 vacation days.
- d) If a person leaves the District employment at any time on the 15th or later in the last month of work, he shall be deemed to have fully completed that month of service for purpose of accruing vacation days for that month.
- e) An employee, even though otherwise eligible under this Section forfeits the right to receive vacation benefits if he/she quits without notice of at least ten (10) working days, or if he/she is discharged for cause.
- f) In the event of an employee's death, any vacation benefits to which he/she would have otherwise been entitled shall be paid to the employee's estate/legal beneficiary.
- g) At the end of the year it shall be at the employee's discretion whether he/she wishes to 1) covert any remaining or unused vacation days to which he is entitled to sick days or 2) roll them over as vacation to the next year. The maximum number of accrued days will be thirty (30) days.
- h) Vacation time must be requested ten (10) business days in advance and approved by the employee's supervisor whose approval shall not be unreasonably withheld. Employees with greater seniority may be given preference as to choice of dates.

Section 3 – Personal Leave

Full-time employees shall be permitted two (2) days of personal leave within their work year without loss of pay. Starting his/her 13th years of service, full-time shall receive three (3) personal days annually.

Part-time employees, who are not already grandfathered as to benefits under the prior contract, shall receive one (1) personal leave day annually.

Personal leave days taken during the first or last week of school, or immediately preceding or immediately following a vacation or holiday, shall be only with the prior approval of the Superintendent or his/her designee upon receipt of a written request. The employee shall notify his/her immediate supervisor that he wishes to use a personal day(s) at the earliest possible time. At the employee's discretion, unused personal days shall either be carried to the next year or converted to sick days at the end of each employees work year. Five (5) consecutive may be used annually by any employee upon prior approval of the Superintendent or his/her designee.

All personal days may be taken in ½ day segments. If an employee has accumulated more than eight (8) personal days, any personal days over eight (8) will automatically convert to sick days.

Section 4 – Sick Leave

Each full-time employee will receive ten (10) sick days annually, pro-rated in first year of employment when less than one year, which shall be cumulative. To request a sick day, it will be the responsibility of the employee to inform his or her immediate supervisor or designated person as soon as possible and prior to the scheduled time to report to work. After three (3) consecutive sick days, the Superintendent has the right to ask for a doctor's excuse. If the sick leave becomes excessive or patterned in the opinion of the Superintendent, the employee may be required to be examined by a District appointed physician at the District's cost.

If an employee has exhausted all of his/her benefit time, he/she must request Board approved special unpaid leave from the Superintendent or his designee.

Part-time employees who are not already grandfathered as to benefits under the prior contract, shall receive five (5) sick days annually, pro-rated in the first year of employment if they are hired after the commencement of school. The sick days shall be cumulative. To request a sick day, it will be the responsibility of the employee to inform his/her immediate supervisor as soon as possible and if reasonable prior to the scheduled time to report to work. After three (3) consecutive sick days, the Superintendent has the right to ask for a doctor's excuse. If the sick leave becomes excessive in the opinion of the Superintendent, the employee may be required to be examined by a District appointed physician at the District's cost.

Unless otherwise provided within this agreement sick leave days must be taken in one-half (1/2) day or full day equivalents.

Section 5 – Reimbursement for Unused Sick Days

If a bargaining unit member has ten years of service in the District and leaves the District for any reason other than dismissal for cause, he/she shall be paid \$40.00 per day.

If an employee's service ends due to death then any accumulated unused sick leave shall be paid to his/her estate.

Section 6 – Jury Duty

An employee of the school district who is called for jury duty will receive the payment of his or her normal wages/salary and benefits. The employee shall reimburse the District the jury duty payment given to him/her during the period of jury duty excluding reimbursement for mileage and meal allowance. Notice of jury duty must be provided at the time of the request.

Section 7 – Legal Leave

When subpoenaed, employees shall be granted paid leave to appear or participate in legal proceedings related to employment, unless the employee is in and adversarial position to the District. Any payment received by the employee for being a witness shall be reimbursed to the District. Proof of court ordered attendance must be provided at the time of the request. This provision shall not apply to grievances or unfair labor practices. In such cases, employees will not have to show evidence of their required attendance and they shall not be deprived of any benefits or wages for attending said proceedings.

Section 8 – Board Approved Special Unpaid Leave

The Board, in its discretion, may grant unpaid leaves for personal reasons or for good cause not covered by other unpaid leave provisions. To be eligible for Board Approved Special Unpaid Leave, the employee must have depleted all his/her paid leaves. It is the understanding of the Board that barring any emergency the employee shall return to work upon completion of said leave. Any time an employee is on Board Approved Special Unpaid leave, the leave shall not be counted toward seniority. However, when an employee returns from Board Approved Special Unpaid Leave, the employee shall maintain all previous seniority acquired before said leave commenced. If an employee is unable or unwilling to return to employment at the conclusion of this leave, the employee will be terminated.

All requests for Board Approved Special Unpaid Leave shall be in writing and be granted for a period of time up to one (1) year but may be extended by the Board upon written request. The Superintendent shall have the authority to grant Special Unpaid Leave for any period of time less than fifteen (15) work days at which point the School Board must either grant or deny the continuation of the employee's request.

During Board Approved Special Unpaid Leave, the employee shall not be entitled to any of the benefits provided by this contract. However, the employee shall be allowed to remain a member of any District group insurance plans at his own expense. Because the District pays insurance premiums one month in advance, the employee must submit any monthly premiums payments to the Business Office at least one month in advance of the date that each premium payment is due. It is an employee's responsibility to make said payments in a timely manner without any notice by the District.

A Board Approved Special Unpaid Leave shall not be granted for the purpose of taking another job or seeking other employment.

Up to a 12 week Board Approved Special Unpaid Leave shall be automatically granted for the following reasons:

- a. The birth of a child and to care for the newborn within one year of birth;
- b. The placement with the employee of a child for adoption or foster care for the newly placed child within one year of placement;
- c. To care for the employee's spouse, child, or parent who has a serious health condition;
- d. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
- e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty.

This listing is only for the purpose of automatic approval of said leave. It should not be interpreted as a limitation on the Superintendent/School Board from granting leave at their discretion for reasons not specifically listed above or extending any these leaves for longer than the guaranteed 12 weeks.

Section 9 – Bereavement Leave

Whenever a full-time employee shall be absent from duty because of a death in the immediate family or step-family of said employee, there shall be no deductions in wages/salary or benefits of said employee for an absence not in excess of three (3) days. The Superintendent or his/her designee may extend the period of absence with pay at his/her discretion as the circumstances of the case may warrant. Members of the immediate family or step-family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, stepparents, stepchildren, stepsiblings, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever a full-time employee is absent because of a death not in the immediate family or stepfamily but of a near relative, there shall be no deduction in the wages/salary or benefits of said employee for absence not in excess of one (1) day. The Superintendent or his/her designee may extend the period of absence with pay at his/her discretion as the circumstances in the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Section 10 – Workers’ Compensation

Employees who are injured on the job and who are found eligible for Workers’ Compensation Benefits shall be eligible for benefits consistent with the Pennsylvania Statutes which govern the same. Before leaving their shift, if possible but within twenty-four (24) hours, the employee must complete a District accident form and Workers’ Compensation form. They must also interview with their supervisor.

Absence from duty for employees who have been determined eligible for benefits shall not be charged against the employee’s sick leave during the period of eligibility.

Eligible employees will have the option to request, in writing, that their Workers’ Compensation Benefits may be supplemented by the use of their accumulated sick leave.

When requested, the employee will be allowed to take one third (1/3) sick day for each day he/she is eligible for benefits until his/her sick leave is exhausted. At the conclusion of the period, any fractional day remaining will be considered as a whole day charged against the employee.

Section 11 – Unpaid Leave

Employees who have worked for the district for three or more years shall receive three (3) unpaid leave days each July 1st. This leave shall be without payment of wages. Healthcare benefits, if employee qualifies, will continue during leave without additional payments beyond the normal premium share. These days shall not accumulate from year to year. This leave can only be used by employees who have depleted all of their personal days.

Article VIII – Compensation

Section 1 – Starting Rates

		Beginning March
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		1, 2021
Clerical	\$11.20	\$12.20
Para Professionals	\$12.20	\$13.20
Technical I Level 1 IT	\$14.20	\$14.70
Technician – Level 2 IT	\$19.20	\$19.20
Technology Coordinator Level 3 IT	\$24.00	\$24.00
Custodian	\$11.20	\$12.20
Maintenance	\$12.70	\$14.70
Food Service	\$10.20	
School Health Tech/RN/LPN	\$16.20	\$16.20
Monitors	\$10.20	\$10.50

If an employee voluntarily applies for a new position with a new title and is appointed, he/she shall be paid at the starting rate of the new title.

The position of Technology Coordinator shall have bargaining unit duties like those of Technician. In addition to these duties, it will have some administrative duties such as budgetary and technology program oversight. However, these administrative duties shall not include supervision and/or evaluation of other bargaining unit employees.

Section 2 – Hourly Increases

Current Employees

For the 2020-2021 fiscal year, all hourly above the new starting rates shall receive a thirty (30) cent per hour increase. This shall include full retroactivity of this raise for all hours worked between July 1, 2020, and the execution of this contract. If an employee was making less than the new starting wages as of March 1, 2021, he/she shall receive retroactivity for all hours worked since March 1, 2021 based on having the new starting wage.

Beginning on July 1, 2021, all hourly employees shall receive a forty (40) cent per hour increase. Beginning on July 1, 2022, all hourly employees shall receive a fifty (50) cent per hour increase. Beginning on July 1, 2023, all hourly employees shall receive a sixty (60) cent per hour increase.

Section 3 – Overtime

The workday for the purpose of this article is twenty-four (24) hour period beginning with the time the employee begins work.

The workweek will consist of seven (7) consecutive days, beginning at 7:00 a.m. on Monday.

This article shall not be construed as a guarantee of hours or work per day or week or per year.

Full-time employees shall be eligible for overtime only after having physically worked forty (40) hours in a workweek.

Time and one-half of employee's regular hourly rate of pay shall be paid for overtime work. The conditions are these:

- a) Overtime work shall be distributed as equitably as practicable to employees working within the same job classification and building.

- b) The opportunity to work overtime shall be offered to the employee within the job classification and building on a rotating basis beginning with the most senior to the least senior employee. If an employee does not accept the overtime assignment, the next senior employee shall be asked and the person who refused overtime shall not be offered overtime again until his/her name is reached in a future rotation. If the building list has been exhausted without any person willing to accept the overtime assignment, the assignment shall be offered to the same classification in the other building, using the same procedure.
- c) It shall be the practice of the District to permit employees to decline overtime so long as the District is able to fill overtime needs with volunteers. If no members of the bargaining unit voluntarily accepts the overtime assignment, then on a rotating basis and in inverse order of seniority, the least senior member of the bargaining unit classification shall be required to accept the assignment.
- d) Where an employee has been notified of the scheduled overtime work and then utilizes a sick day, he or she shall forfeit the right to be paid additional compensation for said scheduled overtime. However, said employee shall be entitled to work the next available overtime in his or her classification provided he or she has not utilized a sick day in the week prior thereto.

When an employee works in excess of forty (40) hours in any work week, he/she shall have the option of requesting to be paid in cash compensation or accruing compensatory time (comp time). If the parties agree to the use of comp time rather than cash compensation, then the following rules shall apply: Employees may earn up to eighty (80) comp time hours within any one year period but shall not accumulate more than 40 hours of comp time at any one time. If the employee is unable to use his/her comp time by the last day of the sixth month from beginning date of current accrual or the end of the fiscal year, whichever occurs first, the employer shall forward him/her a check representing the cash equivalent of the overtime work paid at the rate at time of accrual and his/her comp time shall be forfeited. Special circumstances need pre-approval by the Superintendent or his/her designee. Comp time may be used in hourly increments. Usage of more than eight (8) hours at a time of comp time requires pre-approval of supervisor. No more than twenty-four (24) hours of comp time may be used in any seven day period, and no more than sixteen (16) hours of comp time may be used consecutively.

Section 4 – Call-Out Pay

When an employee is called out to work and has not been previously scheduled to do so, he/she shall receive no less than two hours of pay regardless of the actual time spent on duty. Cafeteria workers shall have a separate phone chain for delays and/or cancellations.

Section 5 – School Delays and Cancellations

In the event that a delay becomes a school cancellation after 8 AM, food service workers shall receive compensation for a minimum of two (2) hours. On days where freight/deliveries are made and food service workers are on site, said employees shall receive compensation for a minimum of two hours regardless of delays, cancellations, etc.

In the event of a two (2) hour school delay, all employees except for 260-day employees will also report two (2) hours late. If school is dismissed early, the same employees will be allowed to leave when their jobs are finished with no loss of compensation.

Section 6 – Reimbursement for Required Training and Non-Required Training

a) Paraprofessionals

Paraprofessionals shall be highly qualified pursuant to Chapter 14 regulations. "Highly Qualified" for the purpose of this article relates to the employee's education/training and does not relate to job performance.

The District shall make training opportunities available for paraprofessionals to obtain the annual twenty (20) hours as currently required by Chapter 14 during on-site or off-site sessions which shall be within the confines of the school calendar and by adding hours to their normal work year or three of the District in-service days for which they would be paid either their hourly rate or the overtime rate when required. A bonus of \$90 will be made to each employee after annual training requirements have been met.

All training must be either scheduled by the District or pre-approved by the District when hourly rates apply and/or the District pays for the training. The District will notify the paraprofessionals of the dates and the time for the scheduled training prior to the last workday for the paraprofessionals. Three in-service days shall be scheduled for six (6) hours of training with unpaid time for lunch as scheduled, and attendance is required for the three scheduled in-service days as these are required attendance days. Two (2) days shall be scheduled at the beginning of the school year with the teachers and the remaining one (1) shall be scheduled at regular work time during the first Parent-Teacher Conference days. In school years where there are three (3) teacher in-service days prior to the first student day, these three (3) days shall be used for the paraprofessional trainings in lieu of the days described previously. The District payroll will include the three in-service days when calculating the annualized salary for the paraprofessionals. Paraprofessionals absent from either or both of the in-service days shall have full sick day(s), full personal day(s) or unpaid day(s) at six hours applicable to the absence.

Paraprofessionals must present certificates for training hours which they have chosen to take on their own outside the realm of the pre-approved hours or for instruction which may be received for conference attendance, meetings, or any other appropriate educational venue.

Once a paraprofessional attains the annual twenty (20) required hours the District will not provide additional paid time beyond their regular days and hours, except for mandated school provided training which may include additional time or overtime.

Hourly payments to paraprofessionals beyond those days in the school student calendar shall be only for District scheduled or approved training per current Chapter 14 regulations not to exceed twenty (20) hours per fiscal year or for other additional and/or overtime hours pre-approved by the District. Paraprofessionals may opt for additional hours beyond the required hours but these shall be unpaid.

Documentation in the form of a Certificate of Completion of Chapter 14 hours will be required, along with a description of the program contents, prior to any paid time being provided. The District will provide the Certificates of Completion for District planned and scheduled training.

b) Other Additional Training for All Classifications

The District recognizes the importance of training for all classifications. The Board shall provide reimbursement for registration, required books or materials, mileage, and for any training required by law or by the District to become certified or renew certification as a job requirement in an employee's classification. The Board may designate particular terms and conditions of this training in so much as it does not impact the legal requirements of the certification or recertification. For district mandated training the employees will be paid their contracted rate.

All required training must be pre-approved by the District unless the District is requesting the employee to volunteer for the required training in which case the District shall still reimburse the employee for expenses. Documentation of the completed training including itemization of costs shall be required by the District for reimbursement.

c) Non-Required Training/All Classifications

If an employee desires additional training on a subject matter which will enhance their skills for the job he/she performs for the District but is not required by law or by the District for continued employment in their current job, then the employee may request District pre-approval for that training. The decision whether to reimburse the costs or the time required (without loss of pay) to participate in the training if it occurs during hours of work shall be at the complete discretion of the District.

No payments shall be made for course work or other training which sole intent may lead to the earning of an associate degree or bachelor's degree. If training is during the regular work hours for the employee, the district will make provisions for another shift or make provisions for the employee to attend the session(s).

Section 7 - Mileage Reimbursement

Employees who are required to travel in the performance of their school assignment or in going from one assignment to another in performance of school related activities (with exception of back and forth between the two buildings the District maintains) shall be reimbursed in monthly payments at a maximum current per mile rate established by the Internal Revenue Service.

Section 8 - Twenty-Seven Pay Periods for Special Years

When the first payroll in July falls on the first Thursday in July there shall be an additional pay period for that fiscal year to occur the Thursday following the second pay period in August. This would provide twenty-seven pay periods for the fiscal year. Cafeteria staff and Elementary Cafeteria Monitors are paid as earned are not affected by this provision. This will alleviate the three-week gap between pay periods. Time sheets for additional time and overtime will not be paid on the twenty-seventh payroll noted above.

Section 9 - Group Leader

The Parties recognize the need for two custodial/maintenance employees to serve as Group Leader for the buildings within the school district. The employee(s) identified for this added responsibility shall receive an additional \$750.00 annual stipend, paid semi-annually in December and June, to serve in this capacity. The Parties recognize that the stipend shall be valid for only the time that they employee(s) serve in the Group Leader position and will terminate when that employee no longer functions in that capacity. Responsibilities shall be unilaterally determined by the District and shall not include supervision or evaluation.

Article IX - Payroll Deduction for Union Dues

Section 1 - Dues Deduction

The Board agrees to deduct from the paychecks of Association members a specific amount as determined by the Association and as authorized by the Business Manager for union dues deduction. Deductions shall be made in ten (10) consecutive deductions, beginning with the first pay in October for the school year concerned. If the Association notified the district, the District shall be required to make (10) payroll deduction for newly hired members. Said monies, together with records of any corrections, shall be transmitted to the treasure of the Association, once at the end of December and the second by the end of the first week in March. The notification of any remaining monies, if any, shall be transmitted to the

Association treasurer no later than June 1st. The Association shall advise the Business Manager of the total amount to be deducted so that said deductions shall be a single item per deduction period as to each member-employee.

The Association shall indemnify against any and all forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon the payroll deduction for union dues authorization as described in paragraph one of this article as well as Section 2, Fair Share Fee, of this article, as submitted by the Association to the Board.

The Association shall certify to the Business Manager in writing the current rate of deduction and a membership listing of those requiring payroll deductions. Any change in this rate shall cause the Association to give the Business Manager written notice prior to the effective date of such change.

The Board understands that membership in the Association is voluntary. The only responsibility that the Board assumes is that contained in paragraph one of this article having to do with payroll deductions.

In accordance with Act 195, any member of the Association covered under this contract must be given the right to withdraw his/her members providing such intent shall be given the Association during a period of fifteen (15) days prior to the expiration of the present contract.

Section 2 – Fair Share Fee

The parties to this agreement realize the language in this section is not enforceable after the Janus v AFSCME ruling of the Supreme Court. Thus, it is null until such time as when/if the Janus v. AFSCME decision may be overturned.

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. Upon notification by the Association treasurer as to whom fair share fees shall apply and what the amount of the fair share deductions shall be, the District shall deduct the total amount from no more than three (3) consecutive paychecks.

Section 3 – Direct Deposit for Payroll

All members of the bargaining unit shall sign up for the direct deposit of payroll.

Article X – Insurances

Section 1 – Medical and Hospitalization Insurance

The Board shall provide medical hospitalization insurance for full-time employees and their dependents after completion of the probationary period (60 workdays) as follows:

Employees shall be provided with Blue Cross PPO provided by Highmark through NEIU #19 Health Care Consortium with the benefit according to the plan documents provided by the carrier or as may be periodically modified by Highmark.

It is understood by the Parties that during the term of this contract, Highmark may make unilateral changes to the PPO coverage. Unilateral changes made by Highmark shall prevail over current benefit levels. Notwithstanding the foregoing, Mountain View shall not make any changes to benefit levels unless those changes are required by Highmark.

Any change in the health insurance provider (Highmark) as determined by the NEIU #19 Health Care Consortium or Highmark itself shall be bargained with the Association prior to any unilateral change with the district.

The Association and the District agree to reopen the health care insurance provision only at either the Association's or the District's request. The purpose of the reopener shall be to explore acceptable modifications to the current plan with the current carrier or to search for other insurance providers or determine if it would be financially favorable for the District to become self-insured or to accommodate compliance with the Affordable Care Act. The District has agreed to offer essentially the same level of coverage and benefits from either a new insurance company or by way of self-insurance as is currently being offered by the current health care plan.

However, if the Association and District are unable to agree on a new insurance carrier or to modifications to the current plan because either benefits, amount of coverage or physician/hospital providers vary unacceptably, then the District shall continue to provide the same coverage currently in effect. Further, if the District and Association agree to a new insurance carrier or to modifications to the current plan, the decision is subject to a vote and ratifications by the bargaining unit before the modified design plan or new carrier and design plan can be substituted.

There shall be a health care committee made up of representatives of the Board, administration, professional and support personnel to review the trends in health care cost and to make recommendations for continued and innovative cost saving techniques in the health care area. This committee shall consist of 2 representatives of the Board, the Business Manager, the Superintendent, 2 representatives from MVESP, and representatives of MVEA as determined by their collective bargaining agreement.

Plan selection notification will take place by April 1st or the date specified by the district health care insurance provider.

The memorandum of understanding regarding co-pay reimbursements and chiropractic claims (attached as Addendum B) shall remain in full force through June 30, 2018 at which time it shall expire and no longer be in effect.

Benefits Waiver

Voluntary Buyback – To be eligible for the voluntary buyback, an employee shall provide written documentation that he/she maintains health coverage under another plan or subscribership and therefore will not need the medical insurance coverage provided by the District. Such proof must be presented at the time he/she applies for the waiver.

An employee who is eligible for health benefits provided and paid for by the District may voluntarily waive hospital/surgical and medical coverage. In exchange for this annual waiver, the District shall pay the eligible employee \$2,500.00 per year. Payment by the District of the \$2,500.00 buyback shall be paid each July 15th of the year following the annual waiver. Employees receiving the voluntary buyback payment may decide whether to receive the payment by payroll check, a deposit into the employee's 403b plan or a deposit into a 125 Plan established by the District. New hires shall be eligible for proration during their first year of coverage, based upon their date of eligibility.

Should a life-changing event as defined by the district health care insurance provider occur which would require the District to reinstate coverage for an employee who selected the voluntary buyback; the District will pay him or her monthly pro-rated portion of the \$2,500.00. The pro-rated payment shall be paid no later than July 15th of the year following the buyback.

Mandatory Buyback

Dual coverage shall be eliminated for spouses where both are employed by the Mountain View School District, effective July 1, 2005. In exchange for the elimination of dual coverage, the District shall annually reimburse one of the spouse-employees \$2,500.00 each contract year.

The employee receiving the mandatory buyback payment shall receive said payment on the date of the first pay in the year the buyback occurs. The employee may select whether the receipt of the payment be by payroll check, a deposit into the employee's 403b Plan, or a deposit into the 125 Plan established by the District.

Should a life-changing event (as defined by the district health care insurance provider) require the District to re-instate coverage for an employee who was eligible for mandatory buyback; the employee would reimburse the District the month prorated portion of the \$2,500.00 payment received by the employee. The reimbursement of payment to the District shall be in the first check of the contract year following the payment to the employee.

Any employees eligible for either the voluntary or mandatory buyback of insurance shall notify the District in writing no later than April 1st of the year prior to the coverage year.

Plan 125

The District has adopted an IRS Section 125 Plan and makes available to members of the bargaining unit Flexible Spending Accounts for medical expenses and dependent care.

Support Staff Employee Contribution Toward the Health Insurance Premium

Employees will contribute per month as follows:

Single	\$36.00
Employee/Child	\$70.00
Employee/Children	\$78.00
Employee/Spouse	\$82.00
Family	\$90.00

Beginning on the later of July 1, 2021 or the effective date of the ratification and execution of this contract, employees will contribute per month as follows:

Single	\$50.18
Employee/Child	\$96.52
Employee/Children	\$106.66
Employee/Spouse	\$114.28
Family	\$124.44

The deductions shall be split equally between the first two pays of each month. They shall be taken as pre-tax deductions. There are no deductions taken from the third pay in months which have three pays.

Section 2 – Life Insurance

The Board shall provide \$25,000.00 group term life insurance coverage annually for all full-time employees for the duration of this Agreement.

Section 3 – Income Protection Plan

The Board shall provide an income protection plan. The plan, payable to age 65, is to consist of a 90-day waiting period for sickness and accidental disability. The plan will pay approximately 60% of base wages to a maximum of \$2,000 per month, less Social Security, Workers Compensation and retirement offsets on primary employee.

Section 4 – Dental Insurance

The Board shall provide single dental coverage for the employee and an option for the employee to pay the difference between single and family coverage to cover family members if desired. Payment will be taken in equal amounts per number of pay periods per school year. Employees who are not paid in the summer will be billed the difference in rate for family coverage.

Section 5 – Vision Insurance

Vision Insurance for educational support professional employees will be available as provided by the carrier.

Article XI – Miscellaneous

Section 1 – Grandfather Clause

The Parties recognize and agree that all current full-time or part-time employees will continue to receive the benefits at no less than the benefits afforded to them prior to the ratification of the 2002 through 2009 Agreement as ratified on May 9, 2005.

Current employees shall be defined as any employee hired before the ratification of the 2002 through 2009 contract on May 9, 2005.

Addendum A provides a list of the affected employees; their May 9, 2005 classification; the benefits grandfathered; and their current positions/status.

NOTE: “ADDENDUM A” is attached and made a part of the Agreement by reference.

Section 2 – Personnel File

No derogatory material regarding an employee’s conduct, service, character, or personality shall be placed in the personnel file unless the employee has received a copy and has had an opportunity to review the material. Employees shall have the right to submit a response to the material which shall also be included in the employee’s personnel file.

Individual personnel and medical files shall be confidential.

Employees shall have access to his/her official personnel file at reasonable times during regular office hours after having given reasonable notice to the business office regarding their desire to review his/her file. An employee may request duplicates of any material contained in the file.

Section 3 – School Closure Inclement Weather / Virtual Instruction

When schools are closed for students due to inclement weather or other emergency situations, paraprofessionals, clerical staff, and district employed food service shall not report to work as their days will be made up when/if the day is made up for students. Maintenance and custodial employees shall report to work unless directed to remain home by their supervisor. IT employees may work remotely unless their supervisor requires them to be on-site for specific purposes. Twelve (12) month employees told not to report to work shall be paid without use of benefit time. On days when the District closes

school for students, support staff employees scheduled to work will have the option of taking that day as a personal day, vacation day, compensatory time, or unpaid day rather than report to work

If schools are closed but instruction is happening from home (virtual instruction days), paraprofessionals and clerical employees shall work remotely. Maintenance and custodians shall report to work unless directed to remain home by their supervisor. If directed to remain home, it would be without loss in pay or benefits. IT employees shall report to work. IT may be given the option by administration to work remotely on virtual instruction days. District employed food service shall complete relevant trainings from home, work on site offering on site lunches/pick-up lunches, or clean the kitchen areas and equipment depending on the direction of the administration.

Section 4 – Outsourcing/Subcontracting

Section 1 – Outsourcing of Food Service Employees

As of the ratification of this contract, new food service hires shall be the employees of a private food service company (currently Nutrition, Inc.). It is understood district food services is being outsourced/subcontracted by attrition.

No current food service employee of the district shall have his/her position outsourced to a private company. Any individual currently employed by the district in food services may voluntarily move to be employed by the private food service company (currently Nutrition, Inc.). If such a voluntary move is made by a district employee, he/she shall not be allowed to return to district employ in food services.

Section 2 – Beyond the outsourcing of food services by attrition as described in this section, there shall be no outsourcing/subcontracting of bargaining unit work.

Section 5 – Employee Evaluations

Every employee shall be evaluated by his/her immediate supervisor once per year. Each employee shall be rated as exemplary, satisfactory, needs improvement, or unsatisfactory. In the event an item on the evaluation is less than satisfactory, it will include written details which gave cause for the rating, and it must be accompanied by specific written recommendations or suggested improvements with a commitment for direct assistance in implementing such recommendations by the evaluator. Any rating of satisfactory or better may also include suggestions for improvement. Any situation during the year which is used to reflect negatively (less than satisfactory rating) on the yearly evaluation must be made known to the employee within a reasonable time of its occurrence. The employee evaluation form is attached to this contract as Addendum C.

Employees shall be given a copy of the completed evaluation form by the evaluator. A mutually agreeable conference date and time to discuss the evaluation will be scheduled. The employee shall have the right to submit a written response to the evaluation which shall be attached to all copies of the evaluation in the district's files.

Article XII – Grievance Procedure

Section 1 – Definition

A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance hereinafter provided.

Section 2 – General Procedures and Provisions

As arbitration of disputes or grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory under Section 903 of Act 195, and in order that such grievance is disposed of as expeditiously as possible, the parties agree to the following grievance procedure.

Step 1

Person or persons initiating the alleged grievance shall discuss the matter with the principal or other first level supervisor within the ten (10) work days after its occurrence.

Step 2

If said grievance is not resolved at the informal discussion, Step 1, the grievance may be filed in writing on a form provided by the District with the Superintendent or chief school administrator within ten (10) days of the information discussion step. The Superintendent shall confer with the grievant and attempt to resolve the difference and shall render a written decision within ten (10) work days of said conference.

Step 3

If the action in Step 2 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred by the grievant to the Board in writing on a form provided by the school district, within ten (1) work days of receiving the written decision in Step 2. The Board may hold a hearing to consider the alleged grievance and shall render a written decision within fifteen (15) work days after receipt of the grievance or after said hearing if a hearing is held, and communicate said decision through the Superintendent to the parties concerned.

Step 4

If the action in Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the Association shall determine whether the grievance will be referred to binding arbitration as provided in Section 903 of Act 195. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board in Step 3 shall be final.

Section 3 – Mediation

As a supplement to the grievance procedure as provided in this contract, Grievance Mediation may be utilized if:

- a) The District and the Association agree to present the disputed issue to the Pennsylvania Bureau of Mediation.
- b) Once both parties agree to mediate the dispute, all timelines as outlined in the Grievance Procedure as defined in Article XII of the Collective Bargaining Agreement will be tolled.
- c) After the mediator hears both sides of the issue, attempts to mediate the dispute, makes a suggested recommendation for settlement which is unacceptable to either side, the grievance procedure may be resumed at the Step it was interrupted with the understanding that the timeliness defenses shall not be raised by the other side.
- d) The recommendation of the mediator is inadmissible in any grievance/arbitration hearing.

Section 4 – Arbitration

If the grievance goes to arbitration, the decision of the arbitrator shall be final on issues subject to arbitration as defined in Section 903 of Act 195. The arbitrator shall be without jurisdiction to render an award contrary to law, or to add to, modify, vary, change, or remove any term of this Agreement.

Finally it is mutually understood that, with respect to the above outlined grievance procedure, should the aggrieved fail either to file a grievance or follow the time procedure indicated in the various steps, then the grievance shall be considered void or resolved unless the time lines are waived, in writing, by mutual agreement of the parties.

WITNESS the hands and seals of these Parties this 26 day of July, 2021.

**BOARD OF EDUCATION
MOUNTAIN VIEW SCHOOL DISTRICT**



(seal)
President

Tom Witnik

(seal)
Board Secretary

MOUNTAIN VIEW EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

Madeira Bogna

(seal)
President

Colleen H. Green

(seal)
Vice President

Memorandum of Agreement

Allowing Danielle Scott to Transport Students

This Memorandum of Agreement between the Mountain View School District (District) and the Mountain View Education Support Professional Association (Association), and Danielle Scott (Scott) are collectively referred to as the "Parties", is entered on this 25th day of Sept., 2017, to set forth the guidelines by which Scott can transport students in a district owned van. This MOA will last as long as the existing CBA with an end date of June 30, 2020.

1. Scott shall only transport students in a van provided by the District. She shall not transport students in a personal vehicle.
2. The District shall provide all necessary training to Scott which is necessary for her to transport students in a District van.
3. The District shall fully insure and indemnify Scott for the time she is transporting students in a District van.
4. If the employees who regularly transport students for the District make claim to this work, this agreement shall be null and void.
5. The Parties agree the assignment of Scott transporting students in a district van is voluntary on the part of Scott. Scott would be driving as a supplement for Life Skills field trips when a second vehicle is warranted, or the teacher was attending but chose not to drive.
6. Nothing in this agreement shall be deemed to set a precedent on the District, Association, or Scott.

IN WITNESS, WHEREOF:

For the Mountain View School District

By Michael Barhite 9/25/17
Michael Barhite, President Board of Education Date

By Tom Witiak 9-25-2017
Tom Witiak Board Secretary Date

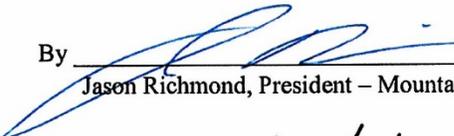
Memorandum of Agreement

Altering the Length of the School Year for a Specific Clerical Position

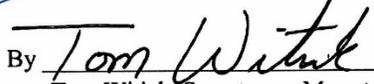
This Memorandum of Agreement between the Mountain View School District (herein "District) and the Mountain View Education Support Professional Association (herein "Association), collectively referred to as the "Parties", is entered to change the length of the school year for a specific clerical position as described herein.

1. The Parties agree the Scheduling/PIMS secretary position in the high school was scheduled as a 223-day clerical position for the 2020-2021 fiscal year.
2. The Parties agree the individual currently in this position, Mary Lynne Twining, approached the District regarding reducing her position from a 223-day clerical position to a 206-day clerical position.
3. As of July 1, 2021, the District shall change the Scheduling/PIMS secretary position from a 223-day clerical position to a 206-day clerical position. Going forward, this position shall remain a 206-day clerical position.
4. The Association shall not challenge the change in the length of work you for this position as stated in #3.
5. This agreement shall become null and void upon Mary Lynne Twining's separation/retirement from the district.
6. Nothing in this agreement shall be deemed to set a precedent on either the District or the Association.

For the Mountain View School District

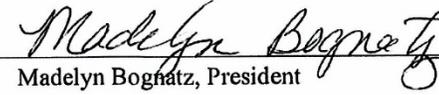
By 
Jason Richmond, President – Mountain View School Board

07/26/2021
Date

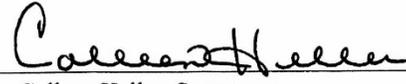
By 
Tom Witiak, Secretary – Mountain View School Board

7-26-2021
Date

For the Mountain View Educational Support Professional Association

By 
Madelyn Bognatz, President

7-26-2021
Date

By 
Colleen Heller, Secretary

7-26-2021
Date

Addendum C – Evaluation Form

**Mountain View School District
Annual Support Staff Performance Evaluation**

Employee Name: _____

Date: _____

Position: _____

Supervisor: _____

School Year: _____

Evaluator: _____

Instructions:

The evaluator will evaluate the employee based on each competency listed by marking an "X" in the appropriate column. There is an area for comments to be added by the evaluator at the end of each section. If an employee is rated as "Needs Improvement" or "Unsatisfactory", a comment will be provided explaining the rating. Four or more "Unsatisfactory" areas of competency will result in an overall "Unsatisfactory" rating. Three or more "Needs Improvement", or a combination of "Needs Improvement" and "Unsatisfactory", areas of competency will result in an overall "Needs Improvement" rating. An "Unsatisfactory" rating without the aforementioned number of "Unsatisfactory" areas of competency can be given for egregious singular situations, but it must be explained in detail why the situation merits bypassing the accumulation of at least four individual "Unsatisfactory" areas of competency ratings.

Work Habits

<u>Area of Competency</u>	<u>Exemplary</u>	<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Unsatisfactory</u>	<u>N/A</u>	<u>Comments</u>
Initiative in Performing Tasks						
Willingness to Learn New Duties						
Practices Confidentiality When Appropriate						
Equipment Utilizations and Care						
Practices Safety at All Times						
Attendance and Punctualit						

Comments:

Quality of Work

<u>Area of Competency</u>	<u>Exemplar</u> y	<u>Satisfactor</u> y	<u>Needs Improvement</u> t	<u>Unsatisfactor</u> y	<u>N/A</u>	<u>Comments</u>
Job Knowledge						
Ability to Follow Directions						
Accuracy / Thoroughness						
Neatness						
Demonstrates Necessary Skills						

Comments:

Quantity of Work

<u>Area of Competency</u>	<u>Exemplar</u> y	<u>Satisfactor</u> y	<u>Needs Improvement</u> t	<u>Unsatisfactor</u> y	<u>N/A</u>	<u>Comments</u>
Completes Tasks in a Timely Fashion						
Prioritizes Tasks						
Completes Work with Minimum Supervision						

Comments:

Personal Relationship

<u>Area of Competency</u>	<u>Exemplary</u>	<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Unsatisfactory</u>	<u>N/A</u>	<u>Comments</u>
Works Well with Co-Workers						
Cooperates with Supervisor						
Promotes Positive Image						
Acceptance of Constructive Criticism						
Personal Hygiene and Appropriate Attire						

Comments:

Overall Rating: Exemplary Satisfactory Needs Improvement Unsatisfactory

Overall Comments & Recommendations:

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

The employee signature indicates the evaluation was reviewed and does not necessarily imply agreement with the evaluation. If the employee is not in agreement with the results of this evaluation, he/she can schedule a follow-up appointment with the evaluator to discuss his/her concerns and/or provide the evaluator with a written copy of concerns. The employee also has the right to write a rebuttal and have it attached to all copies of this evaluation. The employee may challenge this evaluation through the contractual grievance procedure.