

COLLECTIVE

BARGAINING

AGREEMENT

BETWEEN

THE CHELTENHAM SCHOOL DISTRICT

AND

THE BUSINESS EMPLOYEES' COUNCIL, ESPA/PSEA/NEA

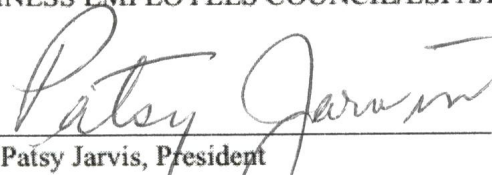
JULY 1, 2023 - JUNE 30, 2026

Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first written.


DATE: December 19, 2023

BUSINESS EMPLOYEES COUNCIL/ESPA/PSEA/NEA

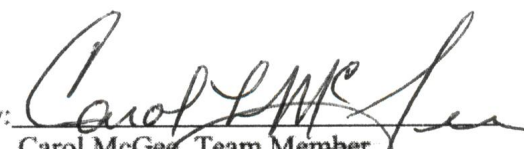
By: 
Patsy Jarvis, President

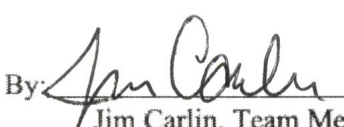
By: 
Steve Machion, Vice President

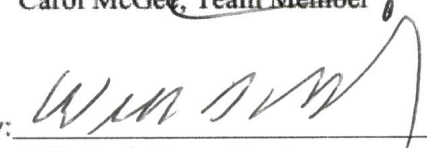
By: 
Sherry Hazelwood, Secretary

By: 
Geraldine Flynn Austin, Treasurer

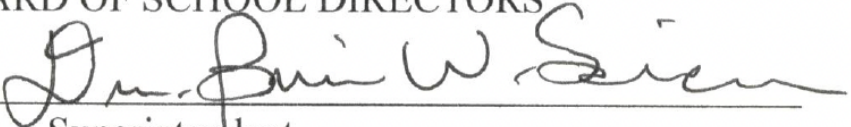
By: 
Paul Kuzan, Team Member

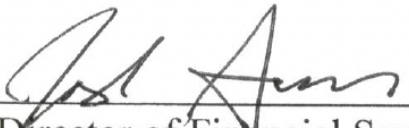
By: 
Carol McGee, Team Member

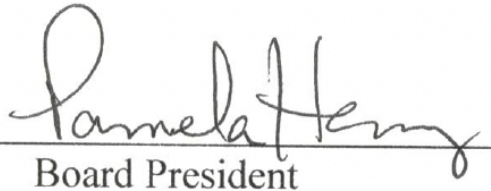
By: 
Jim Carlin, Team Member

By: 
Will Ford, Team Member

BOARD OF SCHOOL DIRECTORS

By: 
Superintendent

By: 
Director of Financial Services

By: 
Board President


By: 
Board Secretary

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WHEREAS, the parties to this Agreement, the Board of School Directors of the Cheltenham School District (hereinafter referred to as the “Board”) and the Business Employees’ Council/ESPA/PSEA/NEA (hereinafter referred to as the “Council”) recognize their collective and individual responsibilities for achieving and maintaining high levels of excellence in education in the operations of the schools within the jurisdiction of the Board; and

WHEREAS, the Board and the Council pledge to each other and to the community that they will meet these responsibilities with reason and cooperation and avoid confrontation and conflict as much as is humanly possible; and

WHEREAS, in accordance with these principles, the Board and the Council having negotiated in accordance with laws of the Commonwealth of Pennsylvania, have reached the following Articles of Agreement:

NOW, THEREFORE, the Board and the Council hereby agree as follows:

I. RECOGNITION

The exclusive bargaining agent for the employees properly included in the Bargaining Unit is the Council, said Council having been certified as such on July 25, 1983 (Case No. PERA-U-83-148-E).

- A. For the purpose of the applicability of the provisions of this Agreement, the term “employee” shall mean those employees who work a regularly scheduled work day and a minimum of 540 hours per year (July 1 of the current year to June 30 of the succeeding year) as follows:
- B. Operations and Maintenance Employees:
 - Custodial/Warehouse/Facilities Employees (Grades 16, 17, 18)
 - Maintenance Mechanics (Grades 11, 12, 13)
- C. Safety and Security Employees
 - Security Officer
- D. Technology
 - Data Systems Specialist — Grades T11, T12, T13 (8 hours per day position)
 - Technology Staff Developer (200 Day) — Grades T11, T12, T13
 - Digital Content Specialist (200 Day) (8 hours per day) — Grades T11, T12, T13
 - Computer Technician — Grades T11, T12, T13
- E. Clerical Personnel: (Grades 2, 2A, 3, 3A, 4, 4A, 5, 5A, 6)

F. Assistants/Aides:

Tier I: Part-Time Lunchroom/Recess/Library Assistants,
Building Aides

Tier II: Kindergarten Assistants and Academic Assistants

Tier III: Special Education Para-educators

Tier IV: Staff Nurses

G. For the purposes of the applicability of the provisions of this Agreement, the following definitions will apply:

Full-Time: Those classifications employed on a 10 or 12 month basis. The normal workweek for such employees shall consist of five (5) consecutive workdays; Clerical is thirty-seven and one-half (37 1/2) hours per week, all others are forty (40) hours per week.

Assistants/Aides/Para-educators: Full-time assistants and aides are employed on a school year basis. The normal workday for employees in this classification shall be a minimum of five (5) hours to a maximum of eight (8) hours per day.

Site Directors: Individuals so designated will have a seven and one-half (7-1/2) hour workday.

Technology Employees: The Data Systems Specialist (260 day — 12 month position) and Digital Content Specialist (200 day position) will have eight (8) hour per day work responsibilities effective as soon as practicable following Contract ratification.

Part-Time Employees: One who does not fall within the above definition of a “full-time” employee but is included in the bargaining unit within the terms of this Agreement.

H. The parties agree to update all lists and pay groups; list all applicable stipends; and within one (1) month of Contract ratification, will form a joint labor/management that will study and make recommendations to the Board regarding a review of the pay grades and to rationalize the compensation system, so long as the recommendations of the joint labor/management committee are expenditure neutral.

I. Annual Stipends

1. Custodial
2. Lead Computer Technician (IT)
3. Maintenance: Effective during the 2024-2025 school year and each school year thereafter, the District will pay an annual \$1,000 stipend to those maintenance bargaining unit members who have a produced valid and in force Cheltenham Township or City of Philadelphia Electrician, Plumbing, or HVAC license conditioned upon those bargaining unit members receiving the stipend actually performing such trade/job duties for the District associated with the license; and effective following contract ratification Step placement/movement for new hires may be adjusted within the sole discretion of the District for qualified mechanics based on experience, certifications, or licenses – qualified mechanics including electrical, plumbing, and HVAC mechanics. The District agrees to reimburse those maintenance bargaining unit members who actually perform such trade/job duties for the District associated with the license, the annual fees imposed by Cheltenham Township or the City of Philadelphia for such licensure.
4. Grounds
5. District Notary
6. These shall be annual stipends given to individuals designated by the District Administration. The District Administration shall have the discretion to eliminate, not fill, or remove the duties of any position listed as being eligible for a stipend within its discretion, subject to the District not subcontracting Bargaining Unit work to a non-Bargaining Unit Member.

II. TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2023, and shall continue in full force until June 30, 2026, or until such later date as the Board and Council may hereafter agree to be the extended date.

Any extended date shall be evidenced by an amendment to this Agreement to which both parties shall signify their approval by affixing their signatures thereto.

III. NO STRIKE/NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employe Relations Act, Act 195, and provisions of Act 88 of 1992. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in

Act 88 of 1992) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the life of this Agreement. If either party violates its pledge provided in this paragraph, the other party shall be relieved of its obligation hereunder.

IV. WAGES AND SALARY PROVISIONS

Salary Provisions: Effective July 1, 2023, the hourly rates shall be in accordance with the salary schedules in Appendix A. Provided, however, the following shall apply:

- a. Bargaining unit members who were employed by the District as of July 1, 2023, and who remain actively employed by the District as of the date of Contract ratification shall receive retroactive pay for all hours in compensable status. Bargaining unit members who were eligible to move a column and/or step effective July 1, 2023 will be moved to the applicable column and/or step. All Bargaining Unit members will receive step movement in each subsequent year of the agreement.

The Board and The Council agree that wages and salaries to be affected by the Agreement are accurately reflected in Appendix "A," made part of this Agreement and that provisions for salaries and wages set forth in Appendix "A" shall remain in force for the periods provided by this Agreement.

In the event that the terms of this Agreement shall be extended as provided in Article II above, and in the event that such mutually agreed upon changes result as a condition of such extension, then a revised Appendix "A" shall be executed by the Board and the Council and attached to and made part of this Agreement.

V. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix "B" attached to and made part of this Agreement.

VI. HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be affected by this Agreement are accurately reflected in Appendix "C" attached to this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree conditioned upon a change in the term of the Agreement, as provided in Article II

shall be evidenced by a revised Appendix "C" which shall be executed by the parties and attached hereto and made part of this Agreement.

VII. JOB SECURITY AND PROGRESSION

The Pennsylvania School Code includes certain security provisions, certification and other regulatory provisions associated with various classes of employees. Those provisions properly included in a bargaining unit are incorporated as though the same were set forth herein at length.

In the event that additional provisions not in conflict with those enumerated in the School Code shall be agreed upon by the parties with respect to job security, job progression and reduction in force, such provisions shall be made part of Appendix "C" which shall be part of this Agreement.

VIII. COMPLAINT, MEET AND DISCUSS AND GRIEVANCE PROCEDURES

Complaints, Meet and Discuss Items and Grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the provisions as described in Appendix "D" attached hereto and made part of this Agreement.

IX. WAIVERS

The parties agree that any item of negotiation, herein contained or otherwise, may be opened for bargaining at any time with the mutual consent of the Council and the Board.

X. MANAGEMENT RIGHTS

Functions of Management

The Business Employees' Council expressly recognizes that the Board has the exclusive responsibility for the management, operation and maintenance of its facilities and in furtherance thereof, has the right to select and hire new employees, direct the work force, schedule work, determine what work is to be done and by what methods and means, to determine the size of the work force, to relocate or remove or redesign any portion of the facilities, to abandon any operation and to arrange for work to be done by outside contractors. These responsibilities shall include (by way of example and not limitation) the right to promote, demote, transfer, layoff, discipline, evaluate and discharge employees, to determine the qualifications of employees to perform work, to arrange for work to be done by outside contractors and the right to establish and enforce reasonable Rules of Conduct to assure discipline and efficient operations.

APPENDIX “A”

**SECRETARIAL/CLERICAL POSITIONS AND GRADES EFFECTIVE
JULY 1, 2023 - June 30, 2026**

The following list will be adhered to by the District herein referred to as Appendix “A” and shall be in effect with the commencement of this Agreement.

Administration	Grade
Accounts Payable Clerk	6
Secretary to Director of Education	6
Secretary — Office of Education	6
Payroll Clerk	6
Benefits/Bookkeeping Clerk	5
Secretary to Director of Special Education	6
Secretary — Special Education Department	5
Registrar/Residency Specialist	6
Purchasing/Receiving Clerk	6
Secretary to Director of Student Services	6
Child Accounting Specialist	6
Receptionist/Switchboard/General Office Clerk	3
Secretary to Director of Facilities and Maintenance	6
Human Resources Coordinator	6
Transportation Specialist	6
Accounting Specialist	6
High School	
Attendance Office Secretary	5A
Secretary to the Director of Athletics and Student Activities	5
Guidance Secretary	5
Secretary to Principal	6
Secretary to Vice Principal/Main Office Secretary	5
Secretary to Vice Principals	5
Secretary to Vice Principal/Attendance Office Secretary	3
Receptionist	3
Transcript/General Office Secretary	3
Cedarbrook	
Secretary to Principal	5

Secretary to Vice Principal	3
General Office Secretary	2
Library Secretary	2A

Elkins Park

Secretary to Principal	5
General Office Secretary	3

Elementary Schools

Secretary to Principal	5A
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SALARY SCHEDULES

Aides – 2023-2024 *For descriptions of each Tier see pg 2 I. Subsection F

To Top	Step	Tier I	Tier II	Tier III	Tier IV
9	1	\$16.45	\$17.51	\$20.17	\$23.53
8	2	\$16.76	\$17.79	\$20.52	\$23.94
7	3	\$17.07	\$18.07	\$20.87	\$24.35
6	4	\$17.38	\$18.35	\$21.22	\$24.76
5	5	\$17.69	\$18.63	\$21.57	\$25.17
4	6	\$18.00	\$18.91	\$21.92	\$25.58
3	7	\$18.31	\$19.19	\$22.27	\$25.99
2	8	\$18.62	\$19.47	\$22.62	\$26.40
1	9	\$18.93	\$19.75	\$22.97	\$26.81
Top	10	\$19.21	\$20.04	\$23.35	\$27.23

Aides – 2024-2025 *For descriptions of each Tier see pg 2 I. Subsection F

To Top	Step	Tier I	Tier II	Tier III	Tier IV
9	1	\$16.77	\$17.86	\$20.58	\$24.00
8	2	\$17.09	\$18.15	\$20.93	\$24.42
7	3	\$17.41	\$18.43	\$21.29	\$24.84
6	4	\$17.72	\$18.72	\$21.65	\$25.25
5	5	\$18.04	\$19.00	\$22.01	\$25.67
4	6	\$18.35	\$19.29	\$22.36	\$26.09
3	7	\$18.67	\$19.58	\$22.72	\$26.51
2	8	\$18.99	\$19.86	\$23.08	\$26.93
1	9	\$19.30	\$20.15	\$23.43	\$27.35
Top	10	\$19.59	\$20.44	\$23.82	\$27.78

Aides – 2025-2026 *For descriptions of each Tier see pg. 2 I. Subsection F

To Top	Step	Tier I	Tier II	Tier III	Tier IV
9	1	\$17.11	\$18.22	\$21.00	\$24.48
8	2	\$17.43	\$18.51	\$21.35	\$24.91
7	3	\$17.75	\$18.80	\$21.72	\$25.33
6	4	\$18.08	\$19.09	\$22.08	\$25.76
5	5	\$18.40	\$19.38	\$22.45	\$26.19
4	6	\$18.72	\$19.68	\$22.81	\$26.61
3	7	\$19.04	\$19.97	\$23.17	\$27.04
2	8	\$19.37	\$20.26	\$23.54	\$27.47
1	9	\$19.69	\$20.55	\$23.90	\$27.89
Top	10	\$19.99	\$20.85	\$24.29	\$28.33

Custodians – 2023-2024

To Top	Step	Grade 18	Grade 17	Grade 16
9	1	\$21.43	\$22.80	\$24.90
8	2	\$22.96	\$24.37	\$26.53
7	3	\$23.26	\$24.67	\$26.83
6	4	\$23.56	\$24.97	\$27.13
5	5	\$23.86	\$25.27	\$27.43
4	6	\$24.08	\$25.50	\$27.68
3	7	\$24.40	\$25.79	\$27.97
2	8	\$24.72	\$26.08	\$28.26
1	9	\$25.04	\$26.37	\$28.55
Top	10	\$25.48	\$26.93	\$29.15

Custodians – 2024-2025

To Top	Step	Grade 18	Grade 17	Grade 16
9	1	\$21.86	\$23.25	\$25.40
8	2	\$23.42	\$24.86	\$27.06
7	3	\$23.72	\$25.16	\$27.37
6	4	\$24.03	\$25.47	\$27.68
5	5	\$24.33	\$25.78	\$27.98
4	6	\$24.56	\$26.01	\$28.24
3	7	\$24.89	\$26.31	\$28.53
2	8	\$25.21	\$26.60	\$28.83
1	9	\$25.54	\$26.90	\$29.13
Top	10	\$25.99	\$27.47	\$29.73

Custodians – 2025-2026

To Top	Step	Grade 18	Grade 17	Grade 16
9	1	\$22.30	\$23.72	\$25.90
8	2	\$23.88	\$25.36	\$27.60
7	3	\$24.20	\$25.67	\$27.92
6	4	\$24.51	\$25.98	\$28.23
5	5	\$24.82	\$26.29	\$28.54
4	6	\$25.05	\$26.53	\$28.80
3	7	\$25.38	\$26.83	\$29.10
2	8	\$25.72	\$27.14	\$29.41
1	9	\$26.05	\$27.44	\$29.71
Top	10	\$26.51	\$28.01	\$30.33

Maintenance – 2023-2024

To Top	Step	Grade 11	Grade 13 (Hired After 7/1/18)
9	1	\$33.09	\$30.28
8	2	\$33.61	\$30.79
7	3	\$34.14	\$31.30
6	4	\$34.66	\$31.81
5	5	\$35.19	\$32.32
4	6	\$35.71	\$32.83
3	7	\$36.24	\$33.34
2	8	\$36.76	\$33.85
1	9	\$37.28	\$34.36
Top	10	\$37.83	\$34.86

Maintenance – 2024-2025

To Top	Step	Grade 11	Grade 13 (Hired After 7/1/18)
9	1	\$33.75	\$30.88
8	2	\$34.28	\$31.40
7	3	\$34.82	\$31.92
6	4	\$35.35	\$32.44
5	5	\$35.89	\$32.96
4	6	\$36.42	\$33.49
3	7	\$36.96	\$34.01
2	8	\$37.50	\$34.53
1	9	\$38.03	\$35.05
Top	10	\$38.59	\$35.56

Maintenance – 2025-2026

To Top	Step	Grade 11	Grade 13 (Hired After 7/1/18)
9	1	\$34.42	\$31.50
8	2	\$34.97	\$32.03
7	3	\$35.52	\$32.56
6	4	\$36.06	\$33.09
5	5	\$36.61	\$33.62
4	6	\$37.15	\$34.15
3	7	\$37.70	\$34.69
2	8	\$38.24	\$35.22
1	9	\$38.79	\$35.75
Top	10	\$39.36	\$36.27

Secretarial/Clerical – 2023-2024

To Top	Step	Grade 2	Grade 2A	Grade 3	Grade 3A	Grade 4	Grade 4A	Grade 5	Grade 5A	Grade 6
9	1	\$20.24	\$20.24	\$21.21	\$23.58	\$22.22	\$25.16	\$23.78	\$26.28	\$24.79
8	2	\$21.91	\$21.91	\$23.05	\$25.53	\$23.98	\$26.61	\$25.11	\$27.75	\$28.19
7	3	\$22.23	\$22.23	\$23.37	\$25.90	\$24.34	\$27.01	\$25.48	\$28.16	\$30.02
6	4	\$22.55	\$22.55	\$23.69	\$26.27	\$24.70	\$27.41	\$25.85	\$28.57	\$30.87
5	5	\$22.87	\$22.87	\$24.01	\$26.64	\$25.06	\$27.81	\$26.22	\$28.98	\$33.93
4	6	\$23.19	\$23.19	\$24.36	\$27.03	\$25.45	\$28.21	\$26.61	\$29.40	
3	7	\$23.74	\$23.74	\$25.10	\$27.69	\$26.09	\$28.90	\$27.25	\$30.11	
2	8	\$24.29	\$24.29	\$25.84	\$28.35	\$26.73	\$29.59	\$27.89	\$30.82	
1	9	\$24.84	\$24.84	\$26.58	\$29.01	\$27.37	\$30.28	\$28.53	\$31.53	
Top	10	\$25.43	\$25.43	\$27.31	\$29.67	\$28.02	\$31.00	\$29.19	\$32.26	

Secretarial/Clerical – 2024-2025

To Top	Step	Grade 2	Grade 2A	Grade 3	Grade 3A	Grade 4	Grade 4A	Grade 5	Grade 5A	Grade 6
9	1	\$20.64	\$20.64	\$21.63	\$24.05	\$22.66	\$25.67	\$24.25	\$26.80	\$25.28
8	2	\$22.35	\$22.35	\$23.51	\$26.04	\$24.46	\$27.14	\$25.61	\$28.31	\$28.76
7	3	\$22.67	\$22.67	\$23.84	\$26.42	\$24.83	\$27.55	\$25.99	\$28.73	\$30.62
6	4	\$23.00	\$23.00	\$24.17	\$26.80	\$25.19	\$27.96	\$26.37	\$29.15	\$31.48
5	5	\$23.33	\$23.33	\$24.49	\$27.17	\$25.56	\$28.37	\$26.75	\$29.56	\$34.61
4	6	\$23.66	\$23.66	\$24.84	\$27.57	\$25.96	\$28.78	\$27.14	\$29.98	
3	7	\$24.22	\$24.22	\$25.60	\$28.24	\$26.61	\$29.48	\$27.80	\$30.71	
2	8	\$24.78	\$24.78	\$26.35	\$28.92	\$27.26	\$30.19	\$28.45	\$31.43	
1	9	\$25.34	\$25.34	\$27.11	\$29.59	\$27.92	\$30.89	\$29.10	\$32.16	
Top	10	\$25.94	\$25.94	\$27.86	\$30.27	\$28.58	\$31.62	\$29.77	\$32.90	

Secretarial/Clerical – 2025-2026

To Top	Step	Grade 2	Grade 2A	Grade 3	Grade 3A	Grade 4	Grade 4A	Grade 5	Grade 5A	Grade 6
9	1	\$21.05	\$21.05	\$22.06	\$24.54	\$23.11	\$26.18	\$24.74	\$27.34	\$25.79
8	2	\$22.79	\$22.79	\$23.98	\$26.56	\$24.95	\$27.69	\$26.13	\$28.88	\$29.33
7	3	\$23.13	\$23.13	\$24.32	\$26.95	\$25.32	\$28.10	\$26.51	\$29.30	\$31.23
6	4	\$23.46	\$23.46	\$24.65	\$27.33	\$25.70	\$28.52	\$26.90	\$29.73	\$32.11
5	5	\$23.79	\$23.79	\$24.98	\$27.72	\$26.07	\$28.94	\$27.28	\$30.16	\$35.30
4	6	\$24.13	\$24.13	\$25.34	\$28.12	\$26.48	\$29.35	\$27.69	\$30.58	
3	7	\$24.70	\$24.70	\$26.11	\$28.81	\$27.14	\$30.07	\$28.35	\$31.32	
2	8	\$25.28	\$25.28	\$26.88	\$29.50	\$27.81	\$30.79	\$29.02	\$32.06	
1	9	\$25.85	\$25.85	\$27.65	\$30.18	\$28.47	\$31.51	\$29.68	\$32.80	
Top	10	\$26.46	\$26.46	\$28.42	\$30.87	\$29.15	\$32.26	\$30.37	\$33.56	

Security – 2023-2024

To Top	Step	8 hrs/ 200 days	8 hrs/260 days
9	1	\$20.97	\$20.97
8	2	\$21.41	\$21.41
7	3	\$21.85	\$21.85
6	4	\$22.29	\$22.29
5	5	\$22.73	\$22.73
4	6	\$23.17	\$23.17
3	7	\$23.61	\$23.61
2	8	\$24.05	\$24.05
1	9	\$24.49	\$24.49
Top	10	\$25.00	\$25.00

Security – 2024-2025

To Top	Step	8 hrs/ 200 days	8 hrs/260 days
9	1	\$21.39	\$21.39
8	2	\$21.84	\$21.84
7	3	\$22.29	\$22.29
6	4	\$22.74	\$22.74
5	5	\$23.19	\$23.19
4	6	\$23.63	\$23.63
3	7	\$24.08	\$24.08
2	8	\$24.53	\$24.53
1	9	\$24.98	\$24.98
Top	10	\$25.50	\$25.50

Security – 2025-2026

To Top	Step	8 hrs/200 days	8 hrs/260 days
9	1	\$21.82	\$21.82
8	2	\$22.28	\$22.28
7	3	\$22.73	\$22.73
6	4	\$23.19	\$23.19
5	5	\$23.65	\$23.65
4	6	\$24.11	\$24.11
3	7	\$24.57	\$24.57
2	8	\$25.02	\$25.02
1	9	\$25.48	\$25.48
Top	10	\$26.01	\$26.01

Technology – 2023-2024

		Grandfathered			Non-Grandfathered
To Top	Step	Grade 13	Grade 12	Grade 11	
9	1	\$30.28	\$31.48	\$33.09	\$30.28
8	2	\$32.40	\$33.80	\$35.30	\$32.40
7	3	\$32.70	\$34.11	\$35.60	\$32.70
6	4	\$33.00	\$34.42	\$35.90	\$33.00
5	5	\$33.30	\$34.73	\$36.20	\$33.30
4	6	\$33.62	\$35.04	\$36.56	\$33.62
3	7	\$33.89	\$35.31	\$36.83	\$33.89
2	8	\$34.16	\$35.58	\$37.10	\$34.16
1	9	\$34.43	\$35.85	\$37.37	\$34.43
Top	10	\$34.87	\$35.90	\$37.83	\$34.87

Technology – 2024-2025

		Grandfathered			Non-Grandfathered
To Top	Step	Grade 13	Grade 12	Grade 11	
9	1	\$30.88	\$32.11	\$33.75	\$30.88
8	2	\$33.04	\$34.48	\$36.01	\$33.04
7	3	\$33.35	\$34.80	\$36.31	\$33.35
6	4	\$33.66	\$35.11	\$36.62	\$33.66
5	5	\$33.96	\$35.43	\$36.93	\$33.96
4	6	\$34.29	\$35.74	\$37.29	\$34.29
3	7	\$34.57	\$36.01	\$37.56	\$34.57
2	8	\$34.84	\$36.29	\$37.84	\$34.84
1	9	\$35.12	\$36.56	\$38.11	\$35.12
Top	10	\$35.57	\$36.62	\$38.59	\$35.57

Technology – 2025-2026

		Grandfathered			Non-Grandfathered
To Top	Step	Grade 13	Grade 12	Grade 11	
9	1	\$31.50	\$32.75	\$34.42	\$31.50
8	2	\$33.70	\$35.17	\$36.73	\$33.70
7	3	\$34.02	\$35.49	\$37.04	\$34.02
6	4	\$34.33	\$35.81	\$37.35	\$34.33
5	5	\$34.64	\$36.14	\$37.66	\$34.64
4	6	\$34.98	\$36.45	\$38.03	\$34.98
3	7	\$35.26	\$36.73	\$38.31	\$35.26
2	8	\$35.54	\$37.01	\$38.60	\$35.54
1	9	\$35.82	\$37.30	\$38.88	\$35.82
Top	10	\$36.28	\$37.35	\$39.36	\$36.28

STEP MOVEMENT/PLACEMENT

- A. For current employees, an employee selected for a Council position, placement on the salary schedule shall follow Appendix “C,” XIII, Seniority.
- B. External candidates will be hired at Step 1 — less than 1 year of service.
- C. Twelve (12) month employees — If the date of hire is between July 1 and July 31, on the following July 1, employees shall move from placement of “less than 1 year” (Step 1) to “1-5 years” (Step 2); those who are hired on or after August 1 shall remain on Step 1 the following calendar year.
- D. Nine (9) month and ten (10) month employees (182 days up to 200-day positions) — If the date of hire is between September 1 and October 31, the following July 1, the employee will move from placement of less than 1 year (Step 1) to “1-5 years” (Step 2); those with hire dates on or after November 1 shall remain on Step 1 the following calendar year.
- E. In the event that a Bargaining Unit member receives a promotion at any time during the year then they lose eligibility for step movement until the following year.

COLUMN MOVEMENT FOR MAINTENANCE AND TECHNOLOGY STAFF

- A. Maintenance and technology staff hired by the District on or before July 1, 2018, shall continue to be eligible to have column and step movement for the term of this Collective Bargaining Agreement in accordance with the grandfathered maintenance and technology employees’ salary schedules. Maintenance and technology employees hired after July 1, 2018, will be subject to the new one tier salary schedules set forth herein and will no longer be eligible for step movement. Such new hires will be eligible for horizontal movement on the salary schedules representing the Grade 13 level on the grandfathered employees’ schedules.
- B. Incumbent employees shall move a column, from 13 to 12 to 11 respectively following two (2) completed years of service for each column, up to Grade 11, other than the new hires set forth herein.
- C. Grandfathered maintenance and technology staff shall also move on the schedule based on years of service, with “Grade 13, less than 1 year” being the start rate for Bargaining Unit Members hired from outside the bargaining unit.
- D. Bargaining Unit Members seeking to transfer from one classification to another will be given credit for their years of continuous service in the District on placement on the salary schedule.

**APPENDIX “B”
EMPLOYEE BENEFITS**

I. VACATIONS

A. Full-Time Employees

Employees who are full-time and employed on a 12-month basis are eligible for and shall receive the following vacation benefits:

1. In determining vacation benefits, July 1 is considered the beginning of the fiscal year and computation of days earned will be based on this date.

Years of Service	Vacation Days Given
0 to 1	1 day vacation earned for each full 5 weeks worked
1 to 5 full years	10 days vacation
6 full years	11 days vacation
7 full years	12 days vacation
8 full years	13 days vacation
9 full years	14 days vacation
10 full years	15 days vacation
11 full years or more	20 days vacation (this will be the maximum number of days allocated)

2. All vacations must be taken within the 12-month period, July 1 through June 30. Employees may accumulate a maximum of five (5) days to be used during the following fiscal year.
3. All vacations must be taken at a time that is mutually agreed upon between the employee and immediate supervisor. Insofar as possible, consideration will be given to any specific request of an employee. Conflicting requests for vacation time shall be decided in favor of the employee with seniority.
4. Employees are urged to consult with their supervisors early in the year concerning the time vacations will be taken. All vacation must be preapproved by the supervisor or appropriate administrator, using the prescribed form. Consideration will be given for some employees to take part of their vacation during winter and spring vacation periods.

5. An employee who receives approval to have time off without pay shall have the employee's eligibility for sick leave reduced by one (1) day for each four (4) full weeks of absence. Vacation leave will not be earned during this time period.
6. An employee who resigns during the fiscal year and gives two (2) weeks' notice, fulfills all obligations and returns all keys and equipment is eligible for payment of vacation benefits based on that portion of the year the employee has worked.
7. In the event an employee is scheduled to go on vacation and during that vacation a death in the immediate family occurs, that employee is entitled to reschedule vacation time. If an employee is hospitalized due to illness or injury during that vacation, he/she may reschedule vacation time. The District will require proof of such occurrences.

B. Part-Time Employees

Part-time employees and employees hired on a 10-month basis are not entitled to any paid vacation days.

II. ABSENCE WITH PAY

A. Absence With Pay Because of Illness or Injury

In any school year whenever an employee is prevented by personal illness or personal injury from following his/her occupation, the following shall apply:

1. Despite any history of past practices regarding this issue where the School District did not require a licensed physician's medical excuse, the School District may now require a licensed physician's medical excuse under any of the following circumstances:
 - a. For any absence in excess of three (3) days; or
 - b. For absences of fewer than three (3) days in the event that there is any reasonable concern about the appropriateness of the absences.
2. Sick leave is available for medical problems and treatment which are not routine matters that could be scheduled outside of the work day. School District Policy provides for one (1) day sick leave for every full calendar month of service or a total of twelve (12) sick days per year for twelve (12) month employees. Ten (10) month employees receive ten (10) days sick leave per year. Any employee working less than fifteen (15) hours per week is not entitled to any paid leave. Unused days of sick leave accumulate.
 - a. Kindergarten assistants, academic assistants, and para-educators will not be permitted to avail themselves of half sick days if the

employee's supervisor determines within the supervisor's sole and exclusive discretion that a half sick day will be disruptive to the educational program, would be impossible of being filled, or would be detrimental in any respect to the educational program. A Council member who becomes ill at work will not be denied the opportunity to go home by the District Administration.

- b. Full-time ten (10) month and full time twelve (12) month bargaining unit members are eligible for the District's short-term disability plan so long as they have a hire date on or before July 1 of the then current fiscal year.
- c. That coverage will provide as follows:
 - (i) The eligibility date for entry into the plan is the first day of July following the date of hire.
 - (ii) The plan will provide for a 20-day elimination period or following the use of all full-pay sick days in the employee's sick leave bank, whichever is later.
 - (iii) The plan's payout would provide for 50% of the employee's base pay; the maximum allowable benefit will be capped at \$133.59 (Grade 11 with 10+ years of experience in 2017-2018 divided by 52 X .5% rounded to the nearest dollar) per day, which is one-half of the 2017-2018 rate of the highest paid BEC position.
 - (iv) The maximum benefit period will be three (3) months.
- 3. For any absence due to an on-the-job injury, the following applies:
 - a. The employee shall receive sick leave according to the provisions of the Collective Bargaining Agreement, excluding half days.
 - b. Any worker's compensation payment received by the employee as the result of an on-the-job injury shall be deducted from the employee's sick leave pay.
 - c. Upon the expiration of sick leave, the employee shall receive only worker's compensation.
 - d. Worker's compensation subsistence payments shall be in accord with state law.
 - e. For on-the-job injuries that exceed the statutory amount, the first seven (7) sick days used by the employee in connection with the compensated injury shall be reinstated to the employee upon the

employee's return to work. This provision is limited to sick leave used during the first seven (7) calendar days of absence due to a workers' compensation injury.

4. An employee who is absent from work for one (1) week or longer must report to the employee's supervisor's office before returning to work. The School District may provide a substitute at the substitute rate for an employee who is sick for a maximum of three (3) months or until such time as employee's sick leave, personal, and vacation days have expired. After three (3) months have expired, the School District reserves the right to employ a full-time replacement unless the employee has unused sick leave, personal leaves and vacation days which extend beyond the three (3) month period. The substitute will be retained at the substitute rate. If after all sick, personal, and vacation day benefits have been exhausted, the employee cannot return to work, the district reserves the right to hire a full-time replacement. If the employee who was sick wishes to return, the employee will be given first priority for any vacancy which occurs for which the employee is qualified. An employee who returns from sick leave under these conditions will continue to receive the same vacation benefits as at the time of the onset of illness or injury.
5. Employees receive no paid sick leave during the probationary period.
6. Employees are eligible for the portion of sick leave based on the number of hours worked per week.
7. First Year of Employment: Twelve (12) month employees are eligible for the number of sick days based on one (1) day for each full calendar month remaining in the School District fiscal year,
8. An employee whose illness extends over the close of a fiscal year will receive credit for days earned for the new fiscal year only after returning to work.
9. An employee who has used all credited sick leave will pay the entire cost of the applicable medical and dental insurance, assuming that the insurer or insurers so permit, during the leave of absence, if a leave of absence is granted, until returning to work.

10. **Sick Leave Bank**

The Board will provide 60 days of sick leave at full pay in a bank to be governed by the School Administration. Employees interested in applying for sick leave from this bank are required to submit a written application to their immediate supervisor, who, in turn, will submit such requests to the Director of Human Resources. Applications for days from the sick leave bank, up to a maximum of ten (10) days per school year, will be considered

only after the employee has exhausted all other sick leave options as provided for in this Agreement.

The Council will indemnify and hold the Board and its agents and employees harmless from any and all causes of action and attorney's fees as the result of a claim by a bargaining unit employee for sick leave from this sick leave bank.

B. Illness in Family

Full-time employees are entitled to payment for absences due to illness in the family as follows:

1. For Council members hired on or after July 1, 2015 all available earned sick days will be allowed in one (1) fiscal year (July 1 through June 30) for illness of children living with the parent/employee, husband, wife, mother, or father. The term "child" or "children" means biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or 18 years of age and older and incapable of self-care. An employee may elect to cover a Domestic Partner. The School District and the BEC shall establish a list of required documentation necessary to establish Domestic Partnership.
2. Employees hired by the District prior to July 1, 2015 shall receive sick leave days as stated under II.A.2 Absence With Pay Because of Illness or Injury. These days are not available for illness in family events. Instead, employees employed by the District prior to July 1, 2015, shall have the right to four (4) days at full pay, which will be allowed in one (1) fiscal year (July 1 through June 30) for illness of children living with the parent/employee, husband, wife, mother, or father. The term "child" or "children" means biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or 18 years of age or older and incapable of self-care. An employee may elect to cover a Domestic Partner. This provision shall not apply to Bargaining Unit Employees hired on or after July 1, 2015.
3. If there is a concern about the appropriateness of such absences, the School District may require a note from a licensed physician certifying that the employee was needed due to the illness of a family member listed above.

C. Death in Family

1. Immediate Family

Employees shall be granted five (5) consecutive work days immediately following the death of the immediate family member. Past, accumulated personal days may be used if additional time is needed. In the event of a delayed funeral, the employee shall receive full pay for the day of the

funeral. Immediate family shall be defined as father, mother, parent-in-law, brother, sister, son, daughter, son-in-law, daughter-in-law, husband, wife, grandchild, and Domestic Partner. This also applies to any near relative who resides in the same household or any person with whom the employee has made his/her home.

2. Near Relative

Employees shall be granted one (1) work day on the day of the funeral of a near relative defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

D. Jury Duty

Employees called for jury duty shall be paid the difference between the compensation for jury service and the School District salary so that no financial gain or loss results from serving as a juror. Employees must submit to the District a receipt or other appropriate documentation evidencing the amount of compensation received for jury service.

E. Other Reasons

Full-time employees will be allowed full pay for absence for the following reasons:

1. Subpoenaed witness in court (copy of certified subpoena must be presented to the supervisor), provided that this provision shall not apply where the individual is a party or is appearing as a witness for a party adverse to the District or for the Council or its affiliate(s). This provision is inapplicable to arbitration hearings or PLRB hearings.
2. Commencement exercise for employee (one day).
3. Physical examination for an employee presently in the military reserves or physical examination related to military disability (one day).

F. Personal Leave

Personal leave shall be granted for unstated reasons for any full-time employee who has completed the probationary period, as follows:

1. Any full-time 12-month employee who has completed the probationary period may be absent from work for four (4) days per year and any full-time 10-month employee who has completed the probationary period may be absent from work for three (3) days per year with pay for unstated, personal reasons. If possible, days will not be taken during period of opening of school or other emergency periods. Each employee may use one (1) additional personal day from the employee's personal leave bank, if available during each year of the contract. The use of three (3) or more

consecutive personal leave days (up to a maximum of four (4) consecutive personal leave days) for ten (10) month employees or five (5) consecutive personal leave days for twelve (12) month employees requires the prior written approval of employee's supervisor or principal.

2. Personal leave time is granted in accordance with the following schedule depending on the date of hire:

Hired in:	10 Months	12 Months
July — October	3 days	4 days
November — February	2 days	3 days
March — June	0 days	1 day

3. Any part-time employee working a regularly scheduled work week of at least 15 hours but not more than 24.5 hours and who has completed the probationary period may be absent from work for two (2) days per year with pay, for unstated reasons.

Breakdown: 10-Month Part-Time Employees Date Hired	No. of Personal Days
September — January 31	2
February 1 — June 30	1

4. Any part-time employee working less than 15 hours per week is not entitled to any personal leave days.
5. All ten month employees will not be allowed to be charged or take one-half (1/2) personal leave days or any fraction less than a full day.
6. Full-time 10 and 12 month employees may sell unused personal days back to the school district at a flat rate of \$50 per day with a maximum of four (4) days per year. Employees must submit in writing at the end of the school year and prior to July 1 of the fiscal year.

G. Severance Pay Upon Retirement or Death

Employees who have completed twenty (20) or more years of service in Cheltenham or who qualify for superannuation retirement, disability retirement, or who die while in service shall receive a severance payment. Said severance pay shall not exceed \$7,500, payable to the employee or beneficiary and shall be based on:

1. The number of unused days of personal leave the employee has accumulated based on the daily rate earned during the last year prior to retirement or death.
2. The number of unused days of sick leave the employee has accumulated based on 25% of the daily rate earned during the last year prior to retirement or death.

III. PAID HOLIDAYS

All full-time, 12-month employees will be entitled to one (1) day off with pay for each of the following established holidays and two (2) additional holidays to be agreed upon between the Council and the School District according to the adopted school calendar:

Independence Day
Labor Day
**Yom Kippur
**Rosh Hashanah
Thanksgiving Day and the day after Thanksgiving
*Christmas Eve
Christmas Day
*New Year's Eve
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day

**In years when both Yom Kippur and Rosh Hashanah fall on weekdays, both will be holidays. When only one of these holidays falls on a weekday, there shall be one floating holiday. The Council shall determine the dates on which the floating holiday(s) shall fall, provided that they must be scheduled on a day when school is scheduled to be closed.

By April 1 of each ensuing year of the Contract, the Administration, with Board approval, and the Council will cooperatively develop the holiday calendar for the next fiscal year. Holiday pay shall be at the employee's daily rate of pay. If an employee is scheduled to work or called into work on a holiday, the employee shall be paid at the rate of time and one-half for all hours worked in addition to the regular holiday pay for the day.

*If these holiday(s) fall on a Saturday or Sunday, the day(s) will be given on the preceding or next scheduled workday(s). If these day(s) fall on a day when school is in session for students, the day(s) will be forfeited.

IV. MILITARY DUTY

A. Summer Training Duty

Twelve (12) month employees who are called for two (2) week summer reserve duty periods will be granted time off from work and will be paid the difference, if any, between the employee's regular salary and wage payments received from the Armed Forces or National Guard.

B. Leaves of Absence

Sections 1176 and 1181 of the School Laws of Pennsylvania on this subject are as follows:

1. "Any employee of the school district who shall have been regularly employed in any school district for any period and who shall volunteer for service in the Armed Forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for military service in the Armed Forces of the United States at any time shall within thirty (30) days after the receipt of the notice to report for duty, send a copy of such notice to the Secretary of the School Board by which he/she is employed."
2. "The Secretary of the School Board shall verify the information contained in the notice from any employee concerning the selection or induction into military or naval service, and upon verification of such facts, shall record the same in the records of the School Board and send notice thereof to said employee."
3. "Without further action by the Board of School Directors, the employee inducted into military or naval service shall forthwith be considered to be upon leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he continued in the service of said School Board: Provided, that no such leave of absence shall be granted unless said employee shall in writing agree upon termination of the said leave to return to employment in said School District for a period of not less than one year."

C. Applicability and Intent

The provisions of the subdivision of this Article shall apply to all employees of all school districts who volunteer or are inducted into the military or naval service under the laws of the United States of America. It is the intention that such employees so affected shall retain all of the rights and privileges they would have acquired prior to assignment to service under Federal Statutes or any such rights and privileges they would have acquired or received if they had not been assigned to such service. It is intended that such employees assigned to such service shall be considered in all respects to be continuing in the service of the School Board for

which they were last working prior to such assignment to the military or naval service.

V. CHILDBEARING AND CHILDREARING LEAVE

A. Childbearing

Childbearing leave shall be defined as the period of time an employee must be absent from the employee's assigned duties due to pregnancy, childbirth, and recovery thereafter. This leave is limited to the extent of the employee's medical necessity leave as documented by employee's licensed physician. The beginning and ending date of said leave shall be determined by the employee's medical necessity, when applicable. The employee is eligible for sick leave benefits under the same terms and conditions as any other ill or disabled employee.

B. Childrearing Leave

Childrearing leave shall begin upon expiration of childbearing leave as determined by the employee's licensed physician or, in the case of an employee not choosing to use leave at such time, as mutually agreed upon by the employee and the Director of Human Resources.

Childrearing leave shall be granted without pay, sick leave, or District benefits and upon submission of a written request to the Director of Human Resources at least thirty (30) days prior to the beginning date of the childbearing leave.

Medical insurance may be continued during the childrearing leave period subject to the rules and regulations of the insurance carrier/third part administrator and provided the full premium shall be paid by the employee. Notice of return of service shall be given to the Director of Human Resources in writing at least sixty (60) days prior to the expiration of the childrearing leave.

Childrearing leave shall be terminated after a reasonable length of time which shall be indicated at the time the leave begins or before. All leave shall terminate one (1) year after the effective date of the leave unless an exception is granted.

Childrearing leave shall apply to natural childbirth or adoption. Childrearing shall be equally applicable to both male and female employees who work more than fifteen (15) hours a week on a regularly scheduled basis; leave for male employees begins immediately after birth or adoption.

VI. INSURANCE

A. Liability

All school employees are protected by workers' compensation and liability insurance carried by the School District. Employees who have an accident or work injury must report the incident to the Business Office immediately.

B. Health Benefits (Active Employees)

1. Employees Eligible for Health Benefits

The following described employees (hereinafter called "Eligible Employees") shall be considered eligible to elect coverage, for himself/herself, Domestic Partner, spouse and dependents, under a District sponsored Health Plan which includes the defined below "Core Health Plan" and "Alternative Health Plan(s)."

- a. Full time employees (i) working a regularly scheduled work week of 25 hours or more and (ii) eligible for participation in the Pennsylvania School Employees Retirement System.

2. District Sponsored Health Plans

a. Core Health Plan

District agrees to contract with Independence Blue Cross/Blue Shield to make available health insurance benefits for its eligible employees under the following plan:

Full time employees hired before ratification of this agreement and until June 29, 2026 will be eligible to enroll in Keystone Direct POS CI-F1-01 Plan with Prescription Plan (\$15/\$30/\$45 Co- Pay for Generic/Name Brand/Mail Order Maintenance Drug as set forth in Attachment B) or a plan which provides equivalent coverage. Effective as soon as practicable following ratification, the Prescription Plan shall be modified to include a mail order service for maintenance drugs, as those drugs are defined by the carrier. The mail order service will permit employees to order up to a 90-day supply of medications and pay one (1) co-payment at the appropriate rate based upon current contractual arrangements.

The prescription plan shall be described in accordance with the attachments as set forth in Attachment D.

Employees employed by the District on or before July 1, 2015, shall contribute a percentage of the imputed premiums as follows:

2023-2024: 14.5%
2024-2025: 15.0%
2025-2026: 15.5%

while employees hired on or after July 1, 2015, shall contribute a percentage of the imputed premiums as follows:

2023-2024: 16.5%
2024-2025: 17.0%
2025-2026: 17.5%

All full time employees hired as of June 29, 2026 will only be eligible to enroll in the District offered PC Deductible Rx 10/35 Plan in accordance with Attachment D.

Employees shall contribute a percentage of the imputed premiums as follows:

2023-2024: 14.5%
2024-2025: 15.0%
2025-2026: 15.5%

Premium share on the prescription drug program shall be based upon the same premium share applicable to the core health plan.

In addition, each employee will have a District-sponsored vision plan.

*Council members who are on 21, 22 pays, or other alternative pay schedules that may be agreed upon by the parties from time to time shall pay the 26 pay equivalent of the total healthcare contributions.

Premium contributions shall be through mandatory payroll deductions.

Effective as soon as practicable following Contract ratification, all Bargaining Unit employees will be subject to the Enhanced Utilization Program for medical insurance.

3. Allocation of District and Employee Share of Cost for Health Benefits

a. All Eligible Employees' Contributions

The District agrees to contribute toward the cost of the Health Plan coverage (i.e., single, parent/child, parent/children, husband and wife, Domestic Partner, family) as set forth in Appendix "B,"

Employee Benefits, Article VI, B.2.a. herein, selected by the Employees Eligible for Health Benefits as set forth in Appendix “B,” Employee Benefits, Article VI, B.2.a. herein.

b. Excise Tax

If it is determined or projected as of January 2020 or any subsequent January that any of the health benefit plans (in combination with the prescription plan and any District-provided flexible spending accounts) offered by the District to Bargaining Unit Members will or actually incur excise taxes, taxes, or penalties as the result of the combined plans exceeding the thresholds provided in the ACA or other law, the District and the Council shall enter into immediate negotiations in an effort to provide additional health benefit plan offerings that, in combination with the prescription plan and District-provided flexible spending accounts, would not exceed the threshold limitations for the excise tax, tax, or penalty under the ACA or other law for the plan year in question.

In the event the District offers one or more health benefit plans (in combination with the prescription plan and District-provided flexible spending accounts), that is projected to trigger or actually triggers an excise tax, tax, or penalty under the ACA or other law, the District and the Council shall each propose and attempt to agree to a plan design that will not trigger any excise tax, tax, or penalty incurred due to the ACA or other applicable law that will be implemented prior to the effective date of such excise tax, tax, or penalty incurred. In the event that the District and the Council are unable to agree to such plan design, then in that event, the District and Council agree to enter into an expedited arbitration drawing from an arbitrator provided by the Pennsylvania Bureau of Mediation, who will be charged with the responsibility of recommending a health benefit design that will not trigger an excise tax, tax, or penalty under the ACA during the plan year in question. This process will be repeated annually as required to avoid the imposition of such excise tax, tax, or penalty under the ACA or other law. The fees for the arbitrator will be split in accordance with the Collective Bargaining Agreement and the arbitrator will be directed to issue the arbitrator’s determination prior to the imposition of the excise tax, tax, or penalty under the ACA. The District and the Council agree that the arbitrator’s decision shall be final, binding, and unappealable.

4. Methods for Payment of Co-Pay Available to Eligible Employees.

During the term of this Agreement, as long as permitted under the Internal Revenue Code of 1986, as amended, District agrees to sponsor a plan

pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder, to permit Eligible Employees to elect any of the following:

- a. To participate in the Core Health Plan and to pay for his/her share of the imputed premium determined above on a pre-Federal income and FICA tax basis.
- b. To decline coverage.

Any changes of an Eligible Employee's election will be subject to the requirements of the third party administrator of the Health Plan and/or the vendor of the health plan and applicable law, including, but not limited to, Internal Revenue Code Section 125.

5. Eligible employees opting not to utilize District-sponsored health plans are eligible for a buy-out. Employees hired before July 1, 2001 shall receive \$1,500 for each year benefits are declined. Employees hired after July 1, 2001 shall receive \$1,300.

C. Group Term Life Insurance

The School District will pay one hundred percent (100%) of the premium cost for life insurance for each full-time employee as follows:

Each full-time employee who works ten (10) months per year shall receive life insurance equal to one and one-half (1-1/2) times the annual salary rounded up to the closest \$500.00 unit. Further, no such 10-month employee shall receive less than \$6,000 life insurance coverage. Each full-time employee who works twelve (12) months per year shall receive life insurance equal to one and one-half (1-1/2) times the annual salary rounded up to the closest \$500.00 unit. Further, no 12-month employee shall receive less than \$8,000 life insurance coverage.

All insurance shall include double indemnity for accidental death. Insurance becomes effective after 90 days of employment. If an employee leaves the employ of the School District for any reason, he/she has the right to have the policy converted into ordinary life insurance at his/her own expense. The insurance company must be notified with a 30-day time limit.

D. Dental Insurance

1. For each full-time employee working a regularly scheduled workweek of 25 hours or more who is or becomes a member of the School District's group dental insurance plan, the Board will provide all coverage for the employee only or the employee, spouse and dependents or domestic partner.
2. Effective as soon as practicable following Contract ratification, the existing Delta Dental Premier program shall be replaced by the Delta Dental PPO

having deductibles per person/per family of \$25.00/\$75.00 each plan year and maximums per person of \$1,500.00 each plan year based upon the benefits and covered services below.

3. Coverage for Orthodontics will be added effective July 1, 2019, during the 2019-2020 school year. For each part-time employee hired after June 30, 1980, but before the bargaining unit approved by the Pennsylvania Labor Relations Board and working a regular schedule of 15 hours a week or more, who becomes a member of the School District's group dental insurance plan, the Board will provide all coverage for the employee only. If the employee elects to have dependent coverage, payroll deduction will be made for the difference. The coverage shall be the existing Delta Dental Plan or a plan which provides equivalent coverage.
4. Any part-time employee hired after September 14, 1983, and who works a regularly scheduled workweek under 25 hours will not be entitled to any dental insurance.
5. The scope of dental coverage includes 100% periodontal coverage at the usual and customary charges.

VII. TRANSPORTATION REIMBURSEMENT

Employees whose assignment requires the use of personal vehicles traveling between schools during the work day will be reimbursed for travel expenses incurred. The School District will pay the mileage reimbursement to the employees based upon the maximum reimbursement allowable pursuant to IRS regulations.

In addition thereto, each employee who uses a personal vehicle over 3,000 miles within the school year in connection with his/her duties shall receive a total additional sum of \$50.00, as the result of insurance costs.

VIII. LEAVES OF ABSENCE WITHOUT PAY

A. Leave for Union Business

1. Employees who are delegates to conventions or officers of the Council or its affiliated organization shall upon request be granted a leave of absence without pay of up to three (3) working days per year to attend union conventions or carry out official duties and functions. No more than six (6) employees shall be granted such leave during any year. Such leaves shall be requested in writing at least two (2) weeks in advance.
2. Employees who are appointed as full-time officials or elected as full-time officers of the Council or its affiliated organization shall upon request be granted a leave without pay for the term of office or appointment for a period of time not to exceed two (2) years. This leave is not renewable. Such leave must be requested in writing at least two (2) weeks in advance.

3. The Council President or designee shall be allowed fifteen (15) hours or two (2) days of leave annually for the purpose of conducting Council business during the scheduled workday. If a full day of leave is taken, the cost of the substitute will be paid by the Council.

B. Leaves of Absence without Pay

1. Prior approval of the Superintendent or Superintendent's designee must be secured for absences not otherwise provided for under Article IX (Leaves of Absence without Pay). An employee deduct day shall be made for such absences.
2. Bargaining Unit employees may be entitled to receive up to a three (3) month leave without pay within the discretion of management. During such leave without pay, the employee shall not be entitled to receive any compensation or benefits. Benefits may be purchased by the employee from the District during this period of time. The District, during the period of such granted three (3) month leave without pay, may employ a substitute(s) at the substitute rate established by the District. The employee will not be entitled to accrued sick leave or personal leave. Vacation time will not be earned. At the end of such leave, the employee shall return to the previously held position with all seniority rights and benefits.

C. Leave for Educational Pursuits

The District recognizes that circumstances may require an unpaid leave of absence be taken by an employee for educational purposes. The District agrees to allow employees an unpaid leave of absence to a maximum of one semester in any given school year. The designated district form for educational courses must be presented prior to the review of the Superintendent or designee. At the end of such leave, the employee shall return to the previously held position with all seniority rights and benefits restored. The employee must apply in writing to the Superintendent or designee at least six (6) weeks in advance of the leave and the leave will be granted at the discretion of the Superintendent. Upon completion of his or her leave, the employee shall present to the Human Resources Office a copy of the employee's transcript demonstrating a passing grade for the course work taken. All work must be completed at an accredited educational institution.

D. Family and Medical Leave

The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employees waive any prerogative or discretionary right they have under the Act.

The District shall utilize a rolling twelve-month look-back period from the date FMLA leave is requested to begin, in order to determine if an employee is eligible for FMLA leave.

APPENDIX “C”

I. PHYSICAL FITNESS STANDARDS

The parties hereto agree that the School District has the right to establish standards of physical fitness for the people it employs as it relates specifically to the employee’s ability to perform essential job functions. If there is a concern that an employee’s physical condition may prevent him/her from performing these essential job functions, the District may require a medical examination to determine the employee’s ability to perform these essential job functions. Any expense incurred for such a required medical examination not covered under the employee’s medical insurance benefits will be reimbursed by the School District.

- A. Prospective employees of the School District, following a conditional offer of employment, shall be required to have a pre-employment physical examination conducted by a designated School District licensed physician at the sole expense of the School District. Reports of such examinations shall be placed in separate files from the personnel file of the employee.
- B. Prospective School District employees are required to have a chest x-ray and/or an appropriate TB standard test at the time they are hired. Those prospective employees with negative results will not be required to be tested again. Positive reactors shall be reported to the school physician who will handle each case on an individual basis.

II. TERMINATION OF EMPLOYMENT

An employee shall give the District two (2) weeks’ notice of voluntary termination of his/her employment. No employee will be terminated or suspended under this provision without just cause. The parties agree that immediate discharge of an employee from employment is justified under circumstances, subject to complying with required elements of due process, including but not limited to a Loudermill proceeding, which shall include but not be limited to the following:

- A. Failure to perform assigned duties satisfactorily.
- B. Insubordination.
- C. Repeated failure to notify supervisor of absence from work.
- D. Repeated tardiness after warning.
- E. Absent Without Leave. Any employee who absents him/herself from work for three (3) consecutive days without notification and satisfactory explanation for the reason for the absence within the course of those three (3) days may be separated from the District.
- F. Conduct which violates common decency or morality,

- G. Willful destruction of School District or employee property.
- H. Dishonesty.
- I. Intoxication.
- J. Any other cause which would justify dismissal under Section 514 of the School Code.

Furthermore, the parties agree that progressive disciplinary procedures will be used in those instances where immediate discharge is not warranted.

First Offense: Verbal warning with a notice in the employee's personnel file and a copy to the Council (where the offense is not a criminal offense).

Second Offense: A letter of warning stating any further offense could lead to suspension or discharge; a copy in employee's personnel file; a copy to the Council.

Third Offense: Recommendation to the Human Resources Office that the employee's employment be suspended or terminated; a copy in the employee's personnel file; a copy to the Council.

The Council may contest any discharge or disciplinary action through the grievance procedures. However, the Council will not proceed to arbitration over any penalty where the employee has elected to proceed to a hearing under the provisions of Section 514 of the Public School Code of 1949, as amended, or the Local Agency Law.

III. WORK SCHEDULE

Inasmuch as the occupations covered under the certification are those that provide support service to the educational process, any statement regarding work days and scheduled work hours shall apply only during those days in which normal school educational programs are in operation and should be considered only as maximum days and hours -- not as a guaranteed work day, week, or year.

Employees are hired for a specific number of working hours per day. Employees may not work for more than normal hours without the approval of the immediate supervisor. In case of emergency, longer hours may be scheduled. If at all possible, notification of any change in working hours will be given the preceding week.

Employees' work schedules may be changed to meet District needs. Except in emergency situations, prior notification will be given to those employees affected.

IV. OVERTIME

If employees should work more than 40 hours in any calendar week, pay for the excess will be at the rate of time and one-half. For handling any function after the employee's

established hours, which requires an additional trip to the school, an employee will receive a minimum of one (1) hour at the overtime rate. All time recorded as hours worked, including benefit time, shall be included in the base rate of pay for overtime purposes. Absences due to vacation, sick leave, and personal days are not included in the 40 hours in a calendar week required for overtime.

V. DIRECT DEPOSIT

Effective as soon as practical following ratification of the Agreement, all Bargaining unit Employees must enroll for direct deposit of biweekly pay.

VI. NIGHT SHIFT PREMIUM

There will be a shift differential of \$0.30 per hour for full-time employees who begin their work day between the hours of 1:00 p.m. and 11:30 p.m., and \$0.40 per hour for full-time employees who begin their work day between 10:30 p.m. and 7:00 a.m. and during the weekend shift.

VII. HOURS OF WORK

A. Clerical Employees -- 12 Month

All clerical personnel employed on a 12-month basis shall work a 7-1/2 hour day and a 37-1/2 hour week exclusive of time for lunch.

The practice of regularly dismissing certain 12-month clerical personnel earlier than the completion of a 7-1/2 hour work day is discontinued effective with the ratification of this Bargaining Agreement. Exceptions are at the sole discretion of the Superintendent or the Superintendent's designee.

B. Clerical Employees -- 10 Month

Any clerical employee on a 10-month basis shall work 7-1/2 hours a day, 5 days a week, exclusive of one-half hour for lunch. The total days per year shall equal 200 working days, as selected by the immediate supervisor. This provision excludes those employees who are classified as "2A" who have designated work schedules less than 7-1/2 hours a day and/or less than 200 days a year.

The practice of regularly dismissing certain 10-month clerical personnel earlier than the completion of a 7-1/2 hour work day is discontinued effective with the ratification of this Bargaining Agreement. Exceptions are at the sole discretion of the Superintendent or the Superintendent's designee.

C. Maintenance, Custodial, Facilities, Warehouse and Security Employees

All of these employees shall work an 8-hour day exclusive of one-half hour for lunch.

D. Aides/Assistants/Para-educators

At the time of hire, each aide or assistant will be assigned the number of hours he/she will work each day exclusive of the one-half hour for lunch.

1. Tier IIA para-educators will work 184 days per year, allowing for professional development attendance.
2. Those assistants in Tier IIA will be considered “para-educators” regardless of the specific aide assignment within special education.

E. On Act 80 days and scheduled early dismissal days, school-based secretarial/clerical/aide/assistants and para-educators will work the usual number of daily work hours. Arrival and departure times may be modified based on the building activities on these days, provided there shall be no loss of pay if the schedule is modified,

VIII. INCLEMENT WEATHER PROCEDURES

When schools are closed for inclement weather by public announcement:

- A. The following persons shall not be required to report to their place of employment on such day or days when school is not scheduled:
 1. 10-month secretaries.
 2. 10-month aides and assistants.
- B. Employees not required to report shall not be paid for the days when schools are closed for inclement weather.
- C. All other employees shall report for work. (The Superintendent and/or designee may decide some groups should not report for work and announce such decision via telephone through supervisors).
 1. Offices will observe normal hours. Under extreme conditions, offices will be closed by special telephone announcement. Employees are expected to report to work as soon as practical. Effective as soon as practical following Contract ratification, aides/assistants/paraprofessionals who are instructed to report to work on a “delayed opening” of two (2) hours shall not have said time deducted from their regular pay.
 2. Twelve (12) month employees absent when they are required to be on duty shall be considered as absent without excuse and shall forfeit pay for the day unless illness is certified or absence approved by immediate supervisor. Anyone absent must notify his/her supervisor.

3. When students are dismissed early and/or schools are closed for students due to inclement weather, offices will close at 4:00 p.m. When hazardous travel conditions develop late in the day, offices may be closed early upon special announcement from the Superintendent's office.
4. Starting school late in no way affects the work day of 12-month personnel.

IX. EMERGENCY PUPIL DISMISSALS

When pupils are dismissed early for any reason except a scheduled early dismissal, any aide who is at work on that particular day will be paid according to their regular work schedule.

X. REST PERIODS

The parties recognize and agree that employees who work more than four (4) continuous hours per day in the School District will be entitled to a break limited to 15 minutes per day. During this break and/or rest period, the employee is to remain in the immediate vicinity of the employee's work.

XI. LUNCH PERIODS -- JOB RESPONSIBILITIES

A full-time employee shall be given a time completely free of job responsibilities during the employee's lunch period. There is no specified District time for lunch periods. Details shall be worked out with immediate supervisor. All workers shall work their specified number of hours in addition to the lunch period.

XII. NEW EMPLOYEES -- PROBATIONARY PERIOD

All new employees shall be regarded as probationary employees for a period of ninety (90) calendar days following the date their employment with the School District began and shall have no seniority rights during that time. At the end of a ninety (90) calendar day probationary period, a new employee will be evaluated by means of a written performance appraisal. A satisfactory evaluation will result in continuation of employment. However, the District reserves the right to discharge such an employee during the probationary period and such discharge shall not become the basis for a grievance for any reason. Eligibility for inclusion in the fringe benefits of hospitalization, dental, and life insurance shall be dependent upon this satisfactory evaluation at the end of the ninety (90) day probation period and seniority in the District shall be counted from the first day the employee started to work for the District. An employee shall not be paid for holidays, absences, and vacation while on probation. The reason for all absences shall be recorded. Employees may earn vacation and sick leave during this period.

XIII. UNIFORMS

- A. Custodial, maintenance, warehouse, facilities, and security employees are furnished uniforms by the District in accordance with School Board Policy. It is a requirement that these uniforms be worn in the normal course of duty.

B. Safety Shoes

1. All maintenance, custodians, warehouse, and facilities employees are required to wear safety-toe footwear. Shoes shall meet the current ASTM safety shoe requirements.
2. All eligible persons shall submit a receipt of purchase of safety shoes to the Director of Support Services and will receive a reimbursement not to exceed \$100.00 per year.

XIV. DISTRICT VEHICLE

If a District vehicle is available, the mechanic must use the District vehicle.

XV. SENIORITY

Seniority as used herein is defined as the length of continuous employment in the service of the School District and the right accruing to employees by reason of such length of service entitling them to certain preferences provided in this Agreement.

For purposes of calculation, any employee working a regular scheduled work week of 25 hours or more will receive 1.0 years of seniority credit. Those employees who work a part-time regularly scheduled work week of less than 25 hours will receive 0.5 years of seniority credit. Furthermore, seniority calculations will be prorated on a 12-month year. In the event of a tie, ties will be broken by date of Board approval. In the event that two or more Bargaining Unit members were Board approved at the same meeting, the tie will be broken alphabetically by last name with the first alphabetically being most senior.

XVI. LAYOFF AND BUMPING

- A. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in reverse order of their seniority within their job classification. Job classification shall be defined as a separate part or section of the School District such as clerical, aides, maintenance, and custodians, grounds, warehouse.

B. Clerical, Maintenance, Custodial, Facilities, Warehouse, and Security:

When a reduction in force or layoff becomes necessary, it will be affected by a job classification in reverse order of seniority. When a position covered by this Agreement is eliminated, the employee affected shall have the right to transfer into any vacant position within his or her classification for which the employee is qualified as determined by the District. Affected employees may also bump into a lower level position within the employee's job classification provided the employee is qualified for the position as determined by the District and provided the employee has more seniority than the employee being bumped. If the rate of pay of the position into which an employee bumps is lower than the employee's rate of pay, the employee's pay shall not be reduced, but the rate of pay shall be frozen until the rate for the new classification exceeds the rate of the employee.

C. Aides/Assistants/Para-educators:

When a reduction in force or layoff becomes necessary, it will be implemented within the Aide's designated Tier in reverse order of seniority. When a position covered by this Agreement is eliminated, the employee affected shall have the right to transfer into any vacant position in the same or lower Tier for which the employee is qualified as determined by the District. Affected employees may bump into the same or a lower Tier position if more senior and if qualified as determined by the District.

Notwithstanding the foregoing, the District and the Council agree that Tier IA kindergarten assistants who are qualified as determined by the District may bump a less senior incumbent in a Tier IIA para-educator position and shall receive pay on the Tier IIA position into which she/he has bumped. In the event that this occurs, the Council member shall be placed on a salary step that will be based upon the nearest salary step recognizing the Council member's longevity that will not cause an overall reduction in the Council member's salary.

D. All seniority rights shall be forfeited by an employee if the employee:

1. voluntarily terminates employment;
2. is discharged for cause;
3. is laid off for a continuous period in excess of two (2) years; or
4. when notified to return to work following a layoff; fails to report to work or notify the School District of any justifiable reason for such failure to return within the seventy-two (72) hours.

All persons who have been laid off shall be notified of any vacancy which occurs in the District for a period of two (2) years, provided that after one (1) year the employee provides the District with a written notification of the employee's desire to remain on the recall list.

E. Employees who are laid off shall be recalled from layoff in reverse order of layoff. The most senior employee shall be first recalled. Employees on layoff shall be offered any vacancies for which, in the opinion of the District, the employee qualifies up to one (1) year after the layoff. If an employee refuses the offer of a position for which the employee qualifies and said position is consistent with the employee's background, skills, and experience, the employee forfeits the right to be recalled for any future positions.

F. The seniority of the employee will be one of the main factors considered when it becomes necessary for the School District to make involuntary transfer in the building/shift assignments of employees.

XVII. VACANCY AND TRANSFER

Qualifications for positions and the establishment of updating of job duties shall be exclusively determined by the District.

In furtherance of the School District's adherence to the principle of promoting its employees upon the basis of ability, past performance and seniority while selecting the best candidate for each position opening, it is agreed that all job openings shall be electronically posted and that employee submissions for posted vacancies will be via the online application system. It is understood that the District will continue the practice of posting such job openings in each building of the District. It is understood that the District's Personnel Office will provide support to those Bargaining Unit Members who have challenges in electronic submissions by providing computer access and reasonable assistance if required. Those non-probationary employees who wish to apply for said open jobs may do so provided that no full-time salaried employee may apply for a posted job within six (6) months after being awarded a posted full-time salaried position. When skill and ability among Bargaining Unit applicants is relatively equal and does not exceed skill and ability of external candidates, as determined by the employer, seniority will prevail. External candidates may be interviewed prior to or simultaneously with internal candidates being interviewed.

A. Vacancy

Notices of all vacancies, including a brief job description of the position, shall be posted on an electronic basis for five (5) working days during the school year and ten (10) working days during the summer. The District will continue the practice of posting such vacancies in each building and, when appropriate, as determined by the District. Applications for the position shall be made electronically to the Human Resources Office using the electronic expressions of interest. After the interviews are completed, the vacancies will be filled on the basis of the qualifications of the candidates.

Qualifications will be determined by the Director of Human Resources, and the immediate supervisor, manager or principal in charge. If the qualifications of the internal candidates are determined to be equivalent or exceeding the qualifications of external candidates, seniority of the internal candidates that are determined to be equivalent or exceeding the qualifications of external candidates will prevail. Determination of the successful applicant shall require the recommendation of the administration and/or the approval of the Board. Successful and unsuccessful candidates will be notified of their status by the Director of Human Resources at the appropriate time.

1. Subsequent Vacancies and Transfers:

In the event that the original vacancy, as properly posted and advertised, is filled by an existing bargaining unit member, then the position that the existing bargaining unit member vacates need not be posted. Similarly,

other subsequent vacancies that occur throughout the District because of transfers need not be posted. However, some consideration will be given to those employees and outside applicants who expressed an interest in the original position, if they meet all the qualifications required for the subsequent positions. The School District and the Council will make every effort to encourage all potential candidates to apply for an entire page of positions whenever a vacancy is posted. The School District and the Council and its membership support the need of the District to fill positions on a timely basis, in order to maintain continuity and uninterrupted operations. Also, the Council understands the need of the District to advertise the subsequent vacancies when the District considers it appropriate.

- B. An employee who has been assigned to a new job through job posting and who fails to meet the minimum performance requirements of the new job within a period of ninety (90) days of work may be asked to resume his/her original position or reassigned to another position at the discretion of the Superintendent at his/her former rate of pay. An employee who is thusly reassigned after obtaining a job through job posting is entitled to return to his/her former position with the same duties as previously performed and at the same rate of pay as formerly received.
- C. An employee who is assigned to a new position vacated by another employee who has the rights granted in section XV-B. shall be subject to reassignment to an original position within ninety (90) days by administration without regard to quality of service or other criteria.
- D. Temporary / Permanent Employees

No employee will be hired on a substitute basis for a permanent vacancy for a period of more than ninety (90) work days.
- E. No position for which a job description is in place will be downgraded when vacated unless a new job description is developed reflecting lesser duties and/or responsibilities.

XVIII. SUBCONTRACTING OF BARGAINING UNIT WORK

Subcontracting: Subcontracting and transfer of bargaining unit work shall not be permitted during the term of the Agreement, except as expressly delineated herein.

- A. In accordance with the provisions of **24 P.S. 7-751(d)** of the School Code of 1949, as amended, District staff who have the present skill and ability as determined by the District and the proper certification, licensure or permitting (if required) to perform work prescribed by the District shall first be afforded the option to engage in the work prior to any effort to subcontract or transfer said work, except in the

case of an emergency as set forth herein. In advance of any intended subcontracting or whenever transfer of bargaining union work is involved, District shall notify the BEC President, in writing, providing an explanation of the work. The BEC President has the right to review said request for its appropriateness in light of the instant provision. Such review shall not delay the performance of such work, nor shall the agreement of the BEC President be required for the District to engage in such subcontracting. Nothing in this language shall waive BEC's right to challenge said subcontracting.

- B. District may subcontract work required to be done in an emergency (for example, a damaging flood, weather-related significant storm damage) that current maintenance and custodial staff are unable to perform or would not be able to perform on a timely basis. The BEC President shall be notified, in writing, providing an explanation of any emergency subcontracting. The BEC President has the right to review said request for its appropriateness in light of the instant provision. Such review shall not delay the performance of such work, nor shall the agreement of the BEC President be required for the District to engage in such subcontracting. Nothing in this language shall waive BEC's right to challenge said subcontracting in the event the subcontracting violates this provision of the Collective Bargaining Agreement.
- C. District may continue to subcontract work that has been subcontracted historically, such history to be demonstrated, upon request, through the production of district purchase orders, contracts, letters of agreement and the like. Examples of work that have been historically subcontracted include but are not limited to: work on water treatment, fire alarms, high voltage electrical work, work on chillers and multi-foot high snow plowing.

XIX. MOU DATED JANUARY 20, 2016

The parties acknowledge that the Memorandum of Understanding dated January 20, 2016, a copy of which is attached hereto, made a part hereof, and marked Appendix "F" shall be incorporated into this Collective Bargaining Agreement.

XX. CLASSROOM SUPERVISION

Aides/assistants/para-educators shall not be required to assume full responsibility for half or more of the students in the class during the absence of the teacher for more than one (1) period at a time nor for more than the equivalent of two (2) periods per day. The exception to this is class coverage of no more than 11 periods per week if one period is covering the class of a teacher absent due to the sponsoring of an extracurricular activity. (Secondary periods are 45 minutes; elementary periods are 35 minutes).

XXI. DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

- A. Each employee who is a member of the Council on the effective date of this Agreement and each employee who becomes a member thereafter shall as a

condition of employment maintain his/her membership in the Council during the life of this Agreement, provided that an employee may resign his/her membership from the Council during a period of fifteen (15) days prior to the expiration date of this Agreement.

- B. An employee who wishes to resign his/her membership in the Council must submit such resignation to the Council in writing by certified mail with a copy to the Board.
- C. The Board agrees to deduct the membership dues from the pay of the members of the Council who authorize in writing that such deductions be made and to forward the dues along with an itemized statement to the Council by the end of the month following the month in which such deductions were made.
- D. The Council shall indemnify and save the School District of Cheltenham Township, the School Board and their agents, successors, and assignees harmless against any and all claims, demands, suits, judgments, attachments, and any other form of liability that shall arise out of or by reason of action taken by the foregoing for the purpose of complying with this provision.

XXII. TUITION AND CONFERENCE FEES

Employees who have satisfactorily completed one year of service in the School District may be reimbursed for tuition expenses or employee initiated conference fees related to education and training to enhance employee skills, performance and knowledge as it relates to the scope of the employee's contribution to the District. The following provisions will apply:

- A. Each employee participating in the plan must certify that it is the employee's intention to continue as an employee of the School District of Cheltenham Township at least one (1) full year after receiving a grant and completing the work for which the grant was made, and, in the event of voluntary termination of service prior to the end of that year, shall repay the School District the entire amount of the grant.
- B. Course(s) must be approved in advance by both the immediate supervisor and the Superintendent or designee. The course work must be related to the employee's present or possible future work with the School District. Proof of completion of the course work must be presented to the Human Resources Office, either with a transcript or letter confirming attendance.
- C. Upon satisfactory completion of the course, an employee shall be refunded up to 40% of the current CEA rate in any given school year.

XXIII. EMPLOYEE FILES

Employees' files may be purged every five (5) years of any disciplinary or negative documents at the employee's request provided that: (1) no such occurrence has taken place during that time; (2) there is nothing in the disciplinary or negative documents that relates

to illegal employee actions or would deal with any inappropriate student interactions or student abuse.

APPENDIX "D"

I. COMPLAINTS AND GRIEVANCES

A. Definition of:

1. **Complaint** -- A complaint is a claim based upon an event or condition under which an employee works, allegedly caused by a misinterpretation or inequitable application of School Board Policies or administrative decisions not specifically covered in this Agreement.
2. **Grievance** -- A grievance shall mean a claim by an employee (member of the bargaining unit) or the Council that there has been an alleged misapplication or violation of the provisions of this Agreement.

B. Procedures

1. **Purpose** -- A complaint or grievance should be resolved informally, if at all possible, at the lowest administrative level. Available to employees, however, are direct avenues of appeal to higher authority. All complaints or grievances not resolved verbally at the lowest level shall be submitted to the BEC for screening before a written complaint or grievance may be filed. To provide assured, unobstructed communications with those who have the power to correct a complaint or grievance and to contribute to constructive personnel relationships and ultimately to a better school system, the Board and the BEC agree to the following procedures for resolution of an individual complaint or grievance.
2. **Level One**
 - a. The employee or the Council shall present his/her complaint or grievance in duplicate to his/her immediate supervisor on a form to be provided by the Council.
 - b. The supervisor shall note the date and receipt of the complaint or grievance and initial both copies. The supervisor, after reviewing the written complaint/grievance, should arrange a meeting with the employee or the Council to discuss the problem within three (3) working days of receipt of written complaint/grievance. The purpose for this is to allow adequate preparation time for this meeting by both parties. It is urged that this Level One meeting be held in each case, since merely replying in writing does not allow for the exchange of points of view which, in many cases, could remedy the complaint/grievance.
 - c. The employee may request the presence of the Council at this Level One meeting. The supervisor may request the presence of another administrator.

- d. The supervisor shall make his/her written response to the employee and/or the Council within three (3) working days following the Level One meeting, not counting the day of the meeting.
- e. Complaints or grievances may begin in the process at Level Two or Level Three, if the designated level is the appropriate one for the matter being complained or grieved. The level of authority required to remedy the situation shall be the decisive factor in determining the level at which the procedures shall commence.

3. Level Two

- a. If the decision of the immediate supervisor is not satisfactory to the employee or the Council, the employee or the Council may request, in writing, a hearing of the complaint/grievance by the Superintendent or designee within three (3) working days. The employee or the Council shall present a file containing pertinent information.
- b. The Superintendent or designee shall contact the employee and/or the Council within three (3) working days after the receipt of the file to set up a hearing date and shall set a hearing date within five (5) working days after the receipt of the file.
- c. The Superintendent or designee shall render a decision, in writing, within five (5) working days after the hearing.

4. Level Three

Should the employee or the Council be dissatisfied with the decision of the Superintendent, he/she may request a review by the Board or a committee thereof, utilizing the following procedure:

- a. A written request for a hearing date shall be presented to the Board within five (5) working days after receipt of the Superintendent's decision.
- b. At a hearing of the Board or a committee therefore, an oral presentation, not to exceed fifteen (15) minutes for a complaint, may be made by the complainant or the Council, and questions may be asked by members of the Board.
- c. No new evidence shall be presented in oral or written form at the hearing that was not presented to either the supervisor or the Superintendent unless a reason is shown why it could not be presented originally.

- d. The Board or a committee of the Board shall have twenty (20) working days after receipt of the complaint or grievance to schedule a hearing and render a decision.

5. **Final Decision**

- a. **Complaints** - Level Three is the final decision for all complaints.
- b. **Grievances** — If the action in Level Three fails to resolve the grievance to the satisfaction of the Council, the Council may request arbitration. This request shall be made in writing to the Superintendent no later than five (5) working days after the decision of the Board has been received and by invoking the procedures of the Pennsylvania Bureau of Mediation within twenty (20) working days after the decision in Level Three. The arbitrator shall not have the authority to amend or modify the express provisions in this Agreement.

C. **Limitations**

1. In order for a grievance to be considered, the grievance procedure must be initiated by the employee or the Council within fourteen (14) calendar days of the alleged violation or within fourteen (14) calendar days after the employee or the Council would reasonably be expected to know of the alleged occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance or complaint within the specified time limits shall permit the grievant or complainant or Council to proceed to the next level.
3. Failure at any step of the procedure to appeal a grievance or make a complaint to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. The time limits may be extended by mutual agreement in writing. Every effort shall be made, however, to process grievances and complaints as rapidly as possible, and the number of days indicated shall be considered as a maximum.
4. Failure to appear at any scheduled hearing without a reasonable cause shall constitute abandonment of the grievance or complaint.
5. A complaint or grievance form shall be developed by the Council and shall be incorporated herein as Appendix "E." The form shall be designated as the "BEC Complaint/Grievance Form" and shall set forth with particularity the following:
 - a. That the aggrieved person is within the bargaining unit represented by the Council;

- b. The time and place when it is alleged that the grievance took place;
- c. The details concerning the alleged grievance in their entirety;
- d. The specific remedy sought by the person presenting the grievance;
- e. The particular provision (article, section, and subsection) of the Agreement or the law upon which the grievance is based or the specific conditions upon which the complaint is based.

D. Bargaining Agent Rights

The Business Employees' Council, as the exclusive bargaining agent, maintains the right to be present at all complaint and/or grievance proceedings, to receive a copy of the grievance/complaint at all proceedings, and the President of the BEC (or his/her designee) shall be sent a copy of the results at the same time as the person who filed the grievance.

II. MEET AND DISCUSS PROCEDURES

A. Purpose

The purpose of the meetings at the various levels shall be to discuss concerns of individual schools (Level One); the concerns of more than one school (Level Two); and the concerns of the District (Level Three). It is hoped that meetings at each level shall clarify problems and pave the way for solutions. Communications among these three (3) levels shall be maintained, and unresolved problems which would require a District-wide policy change shall be referred to Level Three and if adopted by the Board, shall be published and distributed with an explanation to all personnel.

B. Procedures

The agenda for the various meetings shall be submitted by both parties.

1. Level One

The Assistant Superintendent (or his/her designee) and requested school administrators shall meet with a group of representatives, as designated by the Council, at a mutually agreeable time during the school year.

2. Level Two

The Superintendent of Schools and members of his/her administration shall meet with the President and designated members of the Council at a mutually agreeable time during the school year.

3. **Level Three**

The Board or subcommittee of the Board shall meet with the Executive Board of the Council or a committee appointed by the Council President at a mutually agreeable time during the school year.

APPENDIX "E" – GRIEVANCE FORM
BUSINESS EMPLOYEES' COUNCIL, ESPA, PSEA/NEA

GRIEVANCE FORM

LEVEL I

Date: _____ **Grievance No:** _____

Presented to: _____

Grievant(s): _____

Area(s) of Violation: _____

Description of the Grievance: _____

Relief Sought: _____

BEC Representative: _____

Received By: _____

Date Received: _____

Level I Response: _____

Response by: _____ **Date:** _____

LEVEL II

Date: _____ **Submitted to:** _____

BEC Representative: _____

Level II Response: _____

Response By: _____ **Date:** _____

LEVEL III

Date: _____ **Submitted to:** _____

BEC Representative: _____

FINAL DECISION

Date Submitted to Superintendent: _____

The Parties may email all grievance-related communications and the date of the email may serve as the submission or response date for each Level.

APPENDIX “F” – HIRING SUBSTITUTES

SCHOOL DISTRICT OF CHELTENHAM TOWNSHIP

ADMINISTRATION BUILDING

2000 Ashbourne Road • Elkins Park, PA 19027-1100 • 215-881-6300 • Fax: 215-884-3029

WAGNER MARSEILLE, Ed.D , Superintendent

Date: January 20, 2016

To: Robert Lepak, BEC President

From: Lynn David, Director of Human Resources

Sub.: Hiring on a Substitute Basis

Appendix “C”, Article XV.E, Vacancy and Transfer of the BEC Collective Bargaining Agreement states, “No employee will be hired on a substitute basis for a permanent vacancy for a period of more than (90) days”. This situation applies to instances when there is a permanent vacancy that needs to be filled, generally because the incumbent has resigned or retired. However, the bargaining agreement does not specifically state how the 90 days are to be counted. In other words, is the period intended to be calendar days, work days for the position, or based on some other calculation?

There is also a second situation wherein the district needs to hire on a substitute basis because it has not yet been determined if a permanent hire will be required. The most frequent example of this situation is use of a substitute paraeducator in a one-on-one assignment for a student, when it has not yet been determined if the student will need a permanent one-on-one paraeducator. The evaluation team may request up to one semester or 90 student days to complete the assessment and determine if the permanent one-on-one paraeducator is required.

When substitute services are employed for a known permanent vacancy situation, Administration agrees that the goal is to post and interview so that the permanent hire occurs within 90 calendar days of when substitute services began. In those instances when the permanent hire did not occur based on that timeline, the Director of Human Resources will communicate the reasons to the President of the BEC.

When substitute services are employed and it has not yet been determined if a permanent hire will be required, the Director of Human Resources will communicate to the President of the BEC the circumstances necessitating the need for the substitute and the expected length of the assignment. The Director of Human Resources and the President of the BEC will mutually agree to the term of the temporary assignment.

APPENDIX “G” – BENEFIT SUMMARIES

Attachment B:

**Cheltenham
BENEFIT SUMMARY - RX ONLY**

PLAN NAME	PC 25/35/100	DPOS C1F1O1 (Old)	DPOS C1F1O1 (New)
In-Network			
Coinsurance (EE %)	100%	100%	100%
Deductible Type	Embedded	Embedded	Embedded
Deductible Amount (Ind.)	\$0	\$0	\$0
Deductible Amount (Fam.)	\$0	\$0	\$0
Out-of-Pocket Maximum Type	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Ind.)	\$1,750	\$1,000	\$1,000
Out-of-Pocket Maximum (Fam.)	\$3,500	\$2,000	\$2,000
Prescription Drug			
Retail Generic	\$20	\$5	\$15
Retail Brand (Preferred)	\$35	\$10	\$30
Retail Brand (Non-Preferred)	\$50	\$25	\$45
Specialty	\$50	\$25	\$45
Mail Order	1x retail	1x retail	2x retail
Out-of-Pocket Maximum	Y	Y	Y
Out-of-Pocket Maximum (Rx Only)	N/A	N/A	N/A
Out-of-Pocket Maximum (Rx Only)	N/A	N/A	N/A
Enrollment			
Total	245	293	293

Attachment D:

**Cheltenham School District
BENEFIT SUMMARY - MEDICAL & RX - Support Staff Plan**

PLAN NAME	Support Staff Plan
In-Network	
Coinsurance (EE%)	0%
Deductible Type	Embedded
Deductible Amount (Ind.)	\$1,100
Deductible Amount (Fam.)	\$2,200
Out-of-Pocket Maximum Type	Embedded
Out-of-Pocket Maximum (Ind.)	\$3,500
Out-of-Pocket Maximum (Fam.)	\$7,000
In-Network Benefits	
PCP (Primary)	\$25
SCP (Specialist)	\$50
Hospital Inpatient	\$300
Outpatient Surgery	\$200
Emergency Room	\$100
Urgent Care	\$70
Preventive	100%
Physical & Occupational Therapy	\$25 (visits 1-30) / \$50 (visits 31-60)
Spinal Manipulations	\$50
Outpatient Lab/Pathology	Deductible
Routine Radiology	Deductible
MRI/MRA, CT Scans/PET Scans	Deductible
Durable Medical Equipment	Deductible
Out-of-Network	
Coinsurance (EE%)	50%
Deductible Amount (Ind.)	\$1,100
Deductible Amount (Fam.)	\$3,300
Out-of-Pocket Maximum (Ind.)	\$10,000
Out-of-Pocket Maximum (Fam.)	\$30,000
Prescription Drug	
Retail Generic	\$10
Retail Brand (Preferred)	\$35
Retail Brand (Non-Preferred)	\$50
Specialty	\$50
Mail Order	2x retail
Out-of-Pocket Maximum	Y
Out-of-Pocket Maximum (Rx Only)	n/a

MEMORANDUM OF UNDERSTANDING

Between the Board of School Directors
of Cheltenham School District
And the Business Employees’ Council

This Memorandum of Understanding (“MOU”) is made by and between the Cheltenham School District (“District”) and the Business Employees’ Council, ESPA/PSEA/NEA (“Association”). The District and Association will be referred to collectively as the “Parties.” This MOU will serve to confirm the mutual understandings of the Parties set forth below regarding the salary grade for the payroll clerk.

Whereas, the District and the Association are parties to a current Collective Bargaining Agreement effective from July 1, 2023 through June 30, 2026.

Whereas, the District and the Association have agreed to increase wage compensation for the Payroll Clerk.

Whereas, the District and the Association mutually agree as follows:

1. Effective July 1, 2023 the District will create a new payroll grade (Grade 7), for the Payroll Clerk included in the classification ‘Secretarial/Clerical’. Wage schedules in Appendix A of the collective bargaining agreement for ‘Secretarial/Clerical’ would appear as below: (Grades 2-6 unchanged, Grade 7 added). All other ‘Secretarial/Clerical’ grades will remain unchanged.

Secretarial/Clerical – 2023-2024

To Top	Step	Grade 2	Grade 2A	Grade 3	Grade 3A	Grade 4	Grade 4A	Grade 5	Grade 5A	Grade 6	Grade 7
9	1	\$20.24	\$20.24	\$21.21	\$23.58	\$22.22	\$25.16	\$23.78	\$26.28	\$24.79	\$25.53
8	2	\$21.91	\$21.91	\$23.05	\$25.53	\$23.98	\$26.61	\$25.11	\$27.75	\$28.19	\$29.04
7	3	\$22.23	\$22.23	\$23.37	\$25.90	\$24.34	\$27.01	\$25.48	\$28.16	\$30.02	\$30.92
6	4	\$22.55	\$22.55	\$23.69	\$26.27	\$24.70	\$27.41	\$25.85	\$28.57	\$30.87	\$31.79
5	5	\$22.87	\$22.87	\$24.01	\$26.64	\$25.06	\$27.81	\$26.22	\$28.98	\$33.93	\$34.95
4	6	\$23.19	\$23.19	\$24.36	\$27.03	\$25.45	\$28.21	\$26.61	\$29.40		
3	7	\$23.74	\$23.74	\$25.10	\$27.69	\$26.09	\$28.90	\$27.25	\$30.11		
2	8	\$24.29	\$24.29	\$25.84	\$28.35	\$26.73	\$29.59	\$27.89	\$30.82		
1	9	\$24.84	\$24.84	\$26.58	\$29.01	\$27.37	\$30.28	\$28.53	\$31.53		
Top	10	\$25.43	\$25.43	\$27.31	\$29.67	\$28.02	\$31.00	\$29.19	\$32.26		

The MOU shall not alter the terms of any Collective Bargaining Agreement between the Parties except as expressly stated above and that its terms are non-precedential.

Jim Paul W. Soren
Superintendent
Cheltenham School District

Date 4-10-24

Kathy Jorvis
President
Business Employees' Council

Date March 11, 2024