Collective Bargaining Agreement

Between:

Schuylkill Intermediate Unit 29 Board of Directors

and

Schuylkill Intermediate Unit 29 Educational Support Professionals Association/PSEA/NEA

For the years

2025-2026, 2026-2027

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PREAMBLE

This agreement entered into between the Schuylkill Intermediate Unit 29 Educational Support Professionals Association/PSEA/NEA and the Schuylkill Intermediate Unit 29 Board of Directors.

WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Schuylkill Intermediate Unit 29 Educational Support Professionals Association/PSEA/NEA, hereinafter called the Association, is hereby recognized by the Schuylkill Intermediate Unit 29 Board of Directors, hereinafter called the Board, as the exclusive bargaining agent for all nonprofessional employees as certified by the Pennsylvania Labor Relations Board.

ARTICLE II - LOCK-OUTS AND STRIKES

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195, and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement, and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this agreement.

ARTICLE III - CONTRACT TERMS

1. Term of Agreement

The term of this Agreement shall begin on July 1, 2025, and shall continue in full force and effect until June 30, 2027, or until such a later date as both parties may hereinafter agree to be the extended ending date. Any such extended date shall be evidenced as an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

2. Waiver

The parties agree that additional negotiations on this Agreement will not be conducted on any item, whether contained herein or not, during the life of this Agreement.

3. **Separability**

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

4. **Previous Agreements**

Both parties agree that all previous Board and Administration policies affecting wages, hours, and terms and conditions of employment and benefits not included in or not amended by this Agreement will remain in effect.

5. **Grievance Procedure**

The parties of this Agreement agree that an orderly and expeditious resolution of a grievance arising out of the interpretation of this Agreement is necessary. A claim by an educational support employee that there has been a misinterpretation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

The parties agree that grievances, which arise out of the interpretation of this Agreement, shall be resolved by the grievance procedure described in Appendix A attached hereto and made part of this Agreement.

6. **Effective Date**

This Agreement is made and entered into this 7th day of **April 2025**, by and between the Schuylkill Intermediate Unit 29 Educational Support Professionals Association/PSEA/NEA and the Schuylkill Intermediate Unit 29 Board of Directors.

ATTEST:

Secretary

Schuylkill Intermediate Unit 29
Board of Directors

BY: _____
President

DATE: 4/7/2025

ATTEST:

Secretary

Schuylkill Intermediate Unit 29
Educational Support Professionals Association

BY: _____
President

DATE: 4-7-2025

ARTICLE IV - HOURS AND WAGES

1. Hours of Work

(a) Custodial and Custodial Maintenance

The work year of employees in this classification shall not exceed two hundred sixty (260) days, two hundred fifty (250) workdays and ten (10) paid holidays. The normal workweek shall consist of five (5) eight (8) hour days, forty (40) hours per week, with one-half hour uninterrupted, paid lunch period unless an alternate work schedule is approved by the Board of Directors, that does not reduce their hours or full-time work status. During the summer months when school is not in session, Custodial and Custodial Maintenance shall follow the board-approved summer schedule.

Overtime pay shall not be paid for work in excess of eight (8) hours per day, but if any employee is required to work in excess of forty (40) hours per week, said employee shall be paid at the rate of one and one-half (1-1/2) times said employee's hourly rate for the excess time worked. Use of sick leave, personal leave, or vacation leave will not be deducted from the forty (40) hour week in calculating the overtime pay. All overtime must be pre-approved by the Executive Director or his/her designee.

(i) Selection Procedure — Overtime Work for Custodial and Custodial Maintenance

The selection of the custodian for overtime work shall be determined by utilizing a rotation system based on seniority, providing the individual possesses the ability to perform the required job functions as determined by the Maintenance Supervisor.

The rotation system list will begin with the most senior employee and end with the employee with the least seniority in each respective building.

The Maintenance Supervisor or his or her designee will be responsible for the maintenance of an accurate list of the rotation system.

(ii) Custodial Maintenance

Two (2) members of the present custodial staff, (one dayshift, one nightshift), in each facility – STC North, STC South, MAC – will be designated by the Maintenance Supervisor as a Custodial Maintenance employee.

(b) Administrative Assistants

The work year for employees in this classification shall not exceed two hundred forty (240) days and/or 1800 hours. In addition, Administrative Assistants shall receive ten (10) paid holidays. The normal workweek shall consist of five (5) seven and one-half (7-1/2) hour days, thirty-seven and one-half (37-1/2) hours per week with one-half hour uninterrupted paid lunch period unless an alternate work schedule is approved by the Board of Directors that does not reduce their hours or full-time work status. Employees will follow the Board approved summer work schedule.

Overtime pay shall not be paid for work in excess of seven and one-half (7-1/2) hours per day, but if any employee is required to work in excess of forty (40) hours per week, said employee shall be paid at the rate of one and one-half (1-1/2) times said employee's hourly rate for the excess time worked.

Administrative Assistants shall be permitted to make up hours lost on days where the school has been canceled due to inclement weather by working extra hours by mutual agreement between the administrative assistant and appropriate supervisor, with administrative approval before working the make-up hours. This does not include the days that will be made up already such as Presidents' Day or Spring Holiday. Hours must be made up during a time when there is a supervisor in the building.

(c) Full-Time Paraprofessionals

The work year for employees in this classification shall consist of one hundred eighty-five (185) days for all Paraprofessionals, except beginning or first-year Paraprofessionals in the Special Education Program. The work year for beginning or first-year Paraprofessionals shall be one hundred eighty-eight (188) days.

The length of the workday, with an uninterrupted one-half hour paid lunch period, shall be the same as the workday of the teaching faculty of the building in which the program is located.

In order to leave the Intermediate Unit building during the lunch period, the employee must obtain the permission of the building administration. The administrator shall not unreasonably deny permission.

The days for in-service activities shall be six (6) hours in length, not including the lunch period.

Any Paraprofessional currently employed by the Intermediate Unit shall not be required to drive a transportation vehicle as a condition of employment.

Paraprofessionals are required to complete 20 hours of professional development activities annually to maintain their position. The employee will be compensated at their hourly rate for the 20 hours of professional development. Professional development hours beyond 20 hours must be pre-approved by the Director of Special Education. In addition, paraprofessionals are required to attain Highly Qualified Status, as defined by PDE, within three months of their hire date to continue employment.

The workday for any person employed as a paraprofessional in a Special Education Program housed in a facility operated by a public-school district shall be the same as the workday of the teaching faculty of the district in which the program is located.

(d) Part-Time Employees

Part-time employees, for the purpose of this agreement, are employees employed five (5) hours or less per day or twenty-five (25) hours or less per week not to exceed the regulations outlined in the Affordable Care Act.

Temporary, as needed, employment beyond 25 hours per week will be permitted for additional duties as agreed upon by the employee and the supervisor. The additional hours will not change the status of the part-time employee to a full-time employee provided the change in hours is temporary.

Part-time paraprofessionals shall be permitted to make up hours on days where the school has a delayed start, by working additional time on scheduled workdays with students. Hour(s) must be made up within the pay period or the next scheduled pay period. If the Executive Director calls and sends everyone home due to weather, part-time employees shall not suffer a loss of pay.

(e) Compensatory Time

There shall be no compensatory time unless approved by the Executive Director or his/her designee. If time is worked by staff outside of contracted time, timesheets will be submitted for payment as approved by administration.

2. Wages

(a) The hourly increase for full-time paraprofessionals, part-time paraprofessionals, administrative assistants, custodians, custodial/maintenance, shall be:

2025-2026	
Paraprofessionals	$2.50
Administrative Assistants	$3.00
Custodians	$2.50
Custodial Maintenance	$3.00

2026-2027	
Paraprofessionals	$1.00
Administrative Assistants	$1.00
Custodians	$1.00
Custodial Maintenance	$1.00

3. Starting Salary

(a) Starting Salaries

The minimum starting salary for a new employee in each classification beginning in 2025-2026 shall be as follows:

1.	Paraprofessionals	$14.50 per hour
2.	Administrative Assistants	$15.50 per hour
3.	Custodians	$14.50 per hour
4.	Custodial Maintenance	$15.50 per hour

(b) Each employee earning less than the minimum hourly rate, as established by the United States Department of Labor, shall be placed at the minimum hourly rate on the date specified in the enabling legislation.

(c) No part time employee shall be paid less than his/her current salary if he or she is employed on a full-time basis in the same classification.

(d) When an employee successfully (voluntarily) achieves a position in a lower pay rate classification, the employee's new rate shall be determined by calculating the difference between the two starting rates for the classifications, and subtracting that amount from the employee's current rate of pay.

For example, the 2025-2026 contract lists $15.50 per hour as a starting rate for custodial maintenance and $14.50 per hour for custodians. That is, of course, a difference of one dollar ($1.00). Based on this concept, if custodial maintenance achieved a position entitled custodian, that person's salary would be reduced by $1.00 because the difference in the starting rates for the two classifications is one dollar ($1.00).

In the event that an employee is involuntarily transferred to a position in a lower pay rate classification, the employee shall suffer no loss of pay.

(e) When an employee moves from one classification to another classification with a higher starting hourly rate, either via an administrative transfer or in response to a vacancy posting, the employee may be entitled to an increase in the hourly rate of pay based on such a move upon administrative review of that individual's current hourly rate as compared to hourly rates in the new classification.

(f) When an employee moves from one position to another position in the same classification, either via an administrative transfer or in response to a vacancy posting, the employee is not entitled to any increase in the hourly rate of pay based on such a move.

(g) Custodians who are engaged in maintenance work during the summer months shall receive a stipend of $100.00 during the second pay period in August of each year.

4. Retirement Pay

The Board shall pay $2,500.00 to any full-time employee and $1000.00 to any part-time employee serving his/her last year of employment before retirement providing the following conditions exist:

(a) The employee notifies the Board of the intention to retire at least one semester prior to retiring.

(b) The employee is eligible for retirement in Pennsylvania.

(c) The employee has been an employee of the Intermediate Unit for a minimum of ten (10) consecutive years.

(d) If an employee becomes disabled and is eligible for disability benefits at any time during the last year of employment, the condition in (a) will be waived.

5. Pay Period

All full-time employees shall be paid on a bi-weekly basis for each year of the contract.

6. Clearances

It is the responsibility of each employee to keep up to date with all clearances necessary for his or her job. Current employees that must renew their clearances or apply for new ones mandated by the State or Federal Government or the school, full-time employees shall be responsible for the cost of all clearances, and part-time employees shall be eligible for reimbursement from the employer for the cost of all clearances after three years of employment. The employee must request reimbursement on the employer-provided form.

ARTICLE V - INSURANCE BENEFITS

Full-Time Employees

1. **Health Insurance**

The Board will continue to provide the health benefits as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage, for the employee and enrolled dependents.

2. **Insurance Protection**

Preferred Provider Organization B (PPO 500/1000)

Primary Care Physician	$10.00 Co-Pay
Specialist	$20.00 Co-Pay
Urgent Care	$35.00 Co-Pay
Emergency Room	$100.00 Co-Pay

Plan summary as attached in Appendix D

3. **Dental Care Insurance**

Dental care insurance with periodontics and orthodontic benefits, as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage, for the employee and enrolled dependents and premium for such insurance will be paid by the Board.

4. **Vision Care Insurance**

Vision Care Insurance (eye examination and refraction) will be provided, identical to the more comprehensive professional contract, for each employee and enrolled dependents and the premiums for such insurance shall be paid by the Board as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan.

5. Prescription Plan

A co-pay family prescription drug program will be provided for each eligible employee, spouse, and dependent(s) and the premium will be paid by the Board based on the following co-pay schedule:

Prescription Drug Coverage		
	Retail Pharmacy	Mail Pharmacy
Deductible	$50.00 Per Calendar Year	N/A
Member Cost Share	up to 31-day supply Generic-$10.00 Formulary-$25.00 Non-Formulary-$75.00	up to a 90-day supply Generic-$20.00 Formulary-$50.00 Non-Formulary-$150.00
Mail Incentive Plan	Members will be allowed 2 fills at retail for their long-term medications. On the 3rd fill, if the member stays at retail, they will be responsible for 100% of the drug cost. If the member moves to mail order, they will pay their standard mail copayments.	
Formulary	Incentive	
Generic Substitution	If a brand is dispensed when there is a generic equivalent available, the member will be responsible for the brand copayment plus the difference in cost between the brand and the generic drug.	
Out of Pocket Maximum	Not Applicable	

6. Premium Share

During the term of this contract July 1, 2025, to June 30, 2027, the premium share charge to the employee will be as follows:

Enrollment Status	PPO Plan B
Single	$15.00
Two Party	$20.00
Family	$25.00

7. **Waiver of Insurance Coverage**

An employee eligible for insurance coverage through his/her spouse may decline board-paid insurance and shall be entitled to a $2,000.00 stipend during the term of this contract. Any employee entitled to this stipend shall receive it by way of a semi-annual amount of $1,000.00 payment with the first pay in December and the first pay in June of each school year. If between six (6) and ten (10) employees elect to waive insurance coverage the stipend shall be increased to $3,000.00, and if eleven (11) or more employees waive insurance coverage the stipend shall be increased to $4,000.00 to be paid on a semi-annual basis (ie. $1,500.00 & $2,000.00 respectively)

To be eligible for the stipend, the employee must withdraw from enrollment in the Schuylkill Intermediate Unit or Schuylkill Technology Center insurance coverage for a minimum period of one (1) school year. Employees must provide written notification and proof of alternate insurance in order to withdraw from the coverage. Written notification must be received no later than May 1, with an effective date of July 1.

In situations where both spouses are employed by one or a combination of the Schuylkill Intermediate Unit or Schuylkill County AVTS, neither will be eligible for the insurance stipend. One spouse is required to be covered as a dependent on the other's coverage. Both spouses cannot have individual coverage under the insurance plan.

Employees who must re-enroll due to a qualifying event may do so without regard to preexisting conditions.

8. **Section 125 Plan**

An Internal Revenue Service Section 125 Plan shall be established for employee contributions for premium share as established under Article V, Section 8 of this agreement. The employer offered cash "opt-out" waiver of insurance coverage in place of participating in the employer's health insurance programs shall be paid under this plan as established in Article V Section 9 of this agreement.

9. **Life Insurance**

The Board will provide term life insurance in the amount of Forty Thousand ($40,000.00) Dollars for all employees.

10. **Income Protection**

The Board will provide a group disability income plan and will provide the amount necessary for $800 per month for each employee who enrolls in the plan providing that the amount stipulated above does not exceed the maximum amount of payment per month for each individual as specified in the insurance plan document. Eligible employees may purchase additional coverage beyond the board paid amount to the maximum amount in increments of $1.00 per $50.00 and $2.00 per $100.00 amounts.

11. Child Bearing Leave

The Board shall provide to full-time employees taking childbearing leave paid health benefits as described in Article V, Section 1 from the approved date leave begins until discharge by the employee's physician but not to exceed six (6) months.

12. Child Rearing Leave

The Board shall provide to full-time employees taking child-rearing leave paid insurance benefits as described in Article V, Sections 1, 2, 4, 5, and 6 from the approved date of the leave for a maximum of twelve (12) weeks.

13. Disability Leave

The Board shall pay health insurance coverage for a full-time employee for thirty (30) days when an employee is on unpaid disability leave.

14. Retirement Incentive

The Board shall pay health insurance benefits for a period of one hundred eighty (180) days, or fewer days if Medicare-eligible during that time period, for any employee who retires and is eligible for retirement under superannuation and conditions specified in Article IV, Section 4. This is employee-only coverage. Employees retiring before July 1, 2008, may continue to purchase such coverage at their expense. Effective July 1, 2008, and each year thereafter, following a qualifying event, employees retiring may no longer continue to purchase such coverage. Retiring employees shall be responsible to remit the PSERS Premium Assistance of $100.00 per month to the business office.

ARTICLE VI - PAYROLL DEDUCTIONS

The Board agrees to allow the following payroll deductions from the salaries of employees upon receipt of proper authorization from the employee:

(a) Association dues as authorized by the employee with remittance to be made to the Schuylkill Intermediate Unit 29 Educational Support Professionals Association

(b) Annuities

(c) Credit Union dues with remittance to be made to the Schuylkill County School Employees Credit Union or its successor

(d) Christmas Clubs with remittance to be made to the Board designated depository

(e) Tuition Account Program (TAP)

(f) Para-professionals will continue the longstanding practice of receiving the increase on 9/1.

ARTICLE VII - SICK LEAVE

Sick Leave

1. **Full-time Employees**

Each twelve (12) month employee shall be given twelve (12) sick days per year. All other full-time employees shall be given ten (10) sick days per year. Sick leave shall be cumulative. Each employee may use a maximum of four (4) sick days per the Board-approved Family Leave Policy. Family Leave days are not cumulative.

2. **Part-Time Employees**

Employees who work regular hours on a part-time basis shall receive 8 sick days per year.

NOTE: All employees shall be given a written accounting of accumulated sick leave days no later than July 30 of each year.

3. **Days Not Charged**

Absence due to occupational disability which is determined to be compensable under the Pennsylvania Workmen's Compensation Law shall not be charged against an employee's sick leave days. In such event, during the period when an employee is receiving Workmen's Compensation Benefits or ninety (90) days, whichever is less, the Board shall pay to such employee his regular salary. Any salary benefits received under the Pennsylvania Workmen's Compensation Act shall be assigned to the Intermediate Unit by the employee within ten (10) days of receipt of said benefits, and if not, it shall be deducted from the next payment of salary together with a surcharge of five percent (5%) for noncompliance.

Should the benefits received under the Pennsylvania Workmen's Compensation Law be more than said employee's regular salary, said employee shall be entitled to retain the monetary benefits over his/her regular salary.

4. **Termination Benefit**

Employees who have ten (10) or more years of uninterrupted service with the Schuylkill Intermediate Unit and terminate their employment as a result of retirement, death, or program elimination shall receive:

- A payment, equivalent to the number of unused sick days which they have accumulated according to the following scale:
    - 1-100 days $30/day
    - 101+ days $50/day

- A payment, equivalent to the number of vacation days that have been accumulated multiplied by the employee's daily rate to a maximum of 20 days.

- The termination benefit will be deposited in a 403 (b) or 457 account at the discretion of the employee.

5. **Catastrophic Sick Day program**

The Association shall be permitted to solicit sick days from its members prior to September 1st of each school year to be used in the event that any member is stricken with a serious or sudden illness or injury. The Association will communicate the sick day need to its members in writing. Any member volunteering to donate sick days will agree in writing before September 1st each year. Once a day is contributed to the catastrophic sick day program, the contribution is irrevocable. A maximum of two (2) sick days per year may be contributed to the program by each member of the program.

Only members who contribute to the sick leave program shall be permitted to participate in the program. Days received from the catastrophic sick leave program shall only be used for illness of the member and may not be used in the instance of illness in the member's family.

A member must exhaust his/her own sick and vacation leave days before being permitted to draw on the sick leave program. Members shall be permitted to keep any accrued personal days for use upon return from sick bank leave. Illness or injuries covered by Workmen's Compensation shall be excluded from this program.

Appropriate guidelines, or rules or regulations, shall be prepared as may be required by a committee of bargaining unit members, administrators, and board members governing the administration of the program and to ensure that abuses are not incurred and that the program is applied fairly and equitably.

When the catastrophic sick day bank reaches three hundred fifty (350) days, all current members shall remain as members, but shall not be required to donate to maintain membership. Solicitation of days shall resume once the sick day bank drops down to three hundred (300) days. Any Bargaining Unit Member who wishes to join the catastrophic sick day program during this time may do so by donating a maximum of two (2) days before September 1st of each year.

Bargaining Unit Members are eligible to participate in the Catastrophic Sick Day program after one year of employment.

ARTICLE VIII - TEMPORARY LEAVE

1. Jury Duty

Employees called for jury duty shall be granted leave for such duty. The Board shall pay to such employee the difference between his regular wage and the compensation he receives for such duty. Travel cost reimbursements shall be retained by the employee.

2. Bereavement Leave

(a) Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the salary of the said employee for an absence of five (5) workdays beginning with the date of death unless otherwise approved by the Executive Director or designee. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law, son-in-law, daughter-in-law, stepchild, stepmother, and stepfather or near relative who resides in the same household, or any person with whom the employee has made his home. In extenuating circumstances, days need not be consecutive with the approval of the Executive Director or designee. For employees who work less than twelve months, funeral services must occur when the employee's program is in session.

(b) Whenever an employee is absent from duty because of a death of a grandfather, grandmother, grandfather-in-law, and grandmother-in-law, there shall be no deduction in salary of the said employee for an absence of three (3) workdays beginning with the date of death unless otherwise approved by the Executive Director or designee. For employees who work less than twelve months, funeral services must occur when the employee is in session.

(c) Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of the said employee for absence on the day of the funeral if the service is scheduled on a workday. A near relative shall be defined as a first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

(d) Part-time employees shall receive the same benefits as full-time employees.

(e) In the event that a death occurs when the employee's program is not in session, Bereavement Leave shall be granted at the discretion of the Executive Director, Chief School Administrator, or their designee.

3. Personal and/or Emergency Leave

Each full-time and part-time employee shall be entitled to three (3) personal and/or emergency leave days per year without loss of pay subject to the following:

(a) A request for a personal day must be submitted in advance.

(b) No more than three (3) employees in any classification and no more than two (2) employees per department within each building in any classification may be granted personal or vacation leave on any one day.

(c) Any employee returning from emergency leave shall, within five (5) days, provide a brief written description of the emergency on a form provided by the employer.

(d) An employee may elect to accumulate up to seven (7) days of personal leave for use during any year. All unused Personal leave over 7 days will be converted to sick time annually.

(e) In the event a full-time person and a part-time person from the same job classification and the same building assignment request the same day off, the individual first submitting the request shall have the priority.

4. Legal Actions

Whenever any civil suit for damages or criminal action is brought against an employee by a student, parent of a student, or the Commonwealth of Pennsylvania, and an employee is required to be present in Court because he is a defendant or has been subpoenaed as a witness, such employee shall be given a leave of absence with pay to attend such proceedings. If such an employee receives any compensation for attending Court, such compensation shall be credited to the Intermediate Unit.

ARTICLE IX - HOLIDAYS AND VACATIONS

1. Holidays

Each employee required to work on the holidays listed shall receive his/her regular wage plus one (1) additional day's pay. The employee scheduled to work on said holiday must work providing no other employee in the same job classification volunteers to replace him/her.

(a) In addition to the work year as found in Article IV, Section 1 (a) of the contract, custodial employees shall be entitled to the following holidays with pay:

Independence Day	Day after Christmas
Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

(b) In addition to the work year as found in Article IV, Section 1 (d) of the contract, paraprofessionals shall be entitled to the following holidays with pay:

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Day after Christmas	

(c) In addition to the work year as found in Article IV, Section 1 (b) of the contract, administrative assistants shall be entitled to the following holidays with pay:

Independence Day	Day after Christmas
Labor Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

2. Vacation Days

All full-time employees classified as custodial, custodial maintenance, or administrative assistant shall receive the following vacation benefits:

(a) After 1 year of (12 Month) employment	5 workdays of vacation
(b) After 2 years of (12 Month) employment	10 workdays of vacation
(c) After 5 years of (12 Month) employment	15 workdays of vacation

(d) After 16 years of (12 Month) employment 20 workdays of vacation

(e) Employees hired after July 1 of each year will receive a prorated number of vacation days for that year. These days shall be credited to the employee on their first day of employment following completion of a probationary period, after which all leave days shall be credited on July 1 of each year after the employee's initial date of hire. If an employee resigns or retires before accruing the credited days, the Employer shall have the right to recoup the days which were taken but not yet accrued from the employee's final paychecks.

(f) Employees may accumulate unused vacation from year to year to be a maximum of twenty (20) days.

(g) Unused vacation leave for all personnel will be converted to sick leave days annually.

(h) Upon retirement or death, full payment will be made by multiplying the number of accumulated vacation days (max of 20 days) by the employees per diem rate. Payment will be made to a 403.b Tax Sheltered Annuity in the form of an Employer contribution. The employee shall have the right to designate the service provider.

(i) Vacation days should not be taken during the following:

(i) The week before the start of the school year.
(ii) The first week of any school year.

Determination on whether a vacation day will be approved during these times shall be subject to approval by the employee's immediate supervisor.

(j) Upon dismissal or resignation, the employee will receive no compensation for unused vacation days.

ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT

1. Mileage Reimbursement

An employee who uses his or her private motor vehicle, with prior approval for school business, shall be reimbursed for travel at the standard IRS rate.

2. Bulletin Boards

Provisions will be made in each school facility to provide bulletin board space for appropriate Association displays.

3. Dismissals

No employee shall be dismissed without sufficient reason. Any employee dismissed shall have the following rights of appeal:

(a) A meeting with the Executive Director of Intermediate Unit 29, or designee, to discuss the reason for dismissal.

(b) If the meeting with the Executive Director, or designee, fails to resolve the problem, the dismissed employee shall have the right to a hearing before the Board of Directors of Intermediate Unit 29 or a committee designated by them to hear such an appeal. At such hearing, the employee shall be entitled to representation by a representative of the Association or legal counsel of his/her choice.

(c) The decision of the Board of Directors of Intermediate Unit 29 shall be rendered not later than ten (10) working days thereafter or as soon thereafter as may reasonably be done by the Board in compliance with Pennsylvania's Open Meeting Law known as the Sunshine Act (65 Pa. C.S.A. Section 701 et seq). of the hearing and shall be final and conclusive and not subject to appeal.

(d) If any arbitrator or judicial body shall rule that a decision of the Board of Directors of Intermediate Unit 29, rendered according to this section, is subject to appeal, then this section shall be null and void and shall no longer have any force and effect.

4. Lay-Off and Furloughs

Should a lay-off or furlough be made, the Board agrees that if those employees under consideration for such action in each job classification are, at the Board's sole discretion, equally qualified, the employee with the most seniority will be retained. Seniority shall not be interrupted by a lay-off or furlough for a period of time not to exceed one (1) year provided the employee returns to work within five (5) workdays of notification to return to work. It is the responsibility of the employee to maintain a current address at all times on file in the office of the Schuylkill Intermediate Unit.

Seniority is defined as the length of continuous service from the date of hiring by the Schuylkill Intermediate Unit 29.

5. **Non-Residency**

Place of residence shall not be a condition of employment or advancement.

6. **Association Leave**

Members of the Association who hold local, regional, or state offices in the Pennsylvania Educational Support Professionals Association/PSEA/NEA shall be granted a cumulative (among those eligible) maximum of five (5) days leave to attend meetings and conferences which the holder of such office requests provided the Pennsylvania Educational Support Professionals Association/PSEA/NEA reimburses the Intermediate Unit for the salary of such employee for the days absent.

Notification of the intent to use such leave shall be submitted to the immediate supervisor (as defined in Appendix B) at least five (5) days prior to the commencement of such leave.

7. **Safe Working Conditions**

The Board shall make reasonable efforts to correct any unsafe or hazardous working conditions in facilities owned and operated by the Intermediate Unit within a reasonable period of time after such conditions have been reported in writing to the Executive Director.

The Board shall not require any employees to perform tasks that endanger his/her health, safety, or well-being; however, this provision shall not apply to tasks that are inherent in the occupation classification of such employee.

8. **Meet and Discuss**

(a) The Board shall appoint three (3) of its members and a member of the administrative staff to a committee which shall meet with a three (3) member committee of the Association for meetings and discussing those matters referenced under Section 702 of the Public Employee Relations Act, Act 195.

(b) At the request of the Association, a minimum of one meeting with this committee shall be held annually. Other meet and discuss meetings with administrative staff shall take place at reasonable times and places, provided however that such meetings shall not interfere with the regular assignments of employees.

9. **Just Cause**

No employee in the bargaining unit shall be discharged or reduced in compensation without just cause.

10. Vacancies

When a permanent vacancy occurs in a full-time or part-time job, which the Board wishes to fill, such vacancy shall be posted no less than ten (10) workdays before the position is filled. All postings will include the job description, qualifications, and salary. Any employee may apply for such vacancy and, if qualified, will be considered for the position.

11. Tuition/Books/Fees and/or Memberships – Payment/Reimbursement

(Tuition/Books/Fees)

(a) Members of the bargaining unit shall be reimbursed for tuition, books, and/or fees incurred in the pursuit of work-related training within their classification as listed below:

(i) There shall be a maximum reimbursement of $1,000.00 per individual in each year of the contract.

(ii) The approval of the Executive Director or designee of the Schuylkill Intermediate Unit must be obtained before the costs are incurred by the employee.

(iii) Reimbursement shall be made following approval by the Intermediate Unit Board for course work of B or better only. Course failures or incomplete courses will not be reimbursed. Receipted invoices for fees or tuition incurred and evidence of satisfactory completion (not withdrawn) of the program must be presented to the Executive Director, or designee, at least one (1) week before the meeting of the Board of Directors of the Intermediate Unit in order to obtain approval by the Board.

(iv) An employee who resigns, for a purpose other than retirement, must reimburse the Intermediate Unit seventy-five percent (75) of reimbursement received within one (1) year before resigning.

(v) Tuition reimbursement shall be made upon meeting the requirements for reimbursement, regardless of whether the employee paid by cash, check, credit card, student loan, or any other method of payment.

(Memberships)

(a) No employee is eligible to have dues or fees paid or reimbursed as related to membership in any organization, group, association, etc. Memberships, if necessary for the completion of an employee's assigned duties, will be at the sole discretion of the administration.

12. Medical Excuses

Medical excuses are required to include a start and end date for the medical leave period. Employees are required to submit a medical excuse every 6 weeks for extended leave periods beyond 6 weeks.

Any employee who is unable to perform all duties and responsibilities of his/her job, and who is permitted to continue work despite such disability, must submit a medical excuse which will be acceptable for a period not to exceed one (1) year. If at the end of this one year, the employee is still unable to perform his/her duties and responsibilities, the employee will be required to go on Workmen's Compensation and/or disability to terminate his/her employment with the Intermediate Unit unless an extension of time granted by the Intermediate Unit Board.

13. Back Support Devices

Each member of the custodial and maintenance staff will be provided with back support devices upon request.

14. Employee Evaluation

An evaluation system is hereby established for all employees covered under this bargaining unit agreement to confirm in writing the level of success achieved by each employee in his/her position. The employee's strengths will be acknowledged and focus areas for growth will be shared and discussed. Unacceptable conduct, behavior, or performance will also be noted.

The primary purpose of the evaluation process is to aid both the employee and the employer in determining whether the employee is performing in accordance with the expectations of the position and to help guide the employee and employer in attaining improvement in such performance where needed. The evaluation is not to be used for punitive purposes unless reasonable attempts at improving unacceptable performance are unsuccessful. In such a case, both the evaluation and punitive action will be subject to the grievance process as outlined in Appendix A.

All employees will be evaluated at least annually, before the end of each contract year.

The evaluation shall be performed by the employee's Immediate Supervisor as defined in Appendix B; provided, however, that where an employee is not normally in a position to be observed by the designated Immediate Supervisor regularly (such as, if the Immediate Supervisor is usually assigned to a different building, or has only minimal contact with the employee as in certain district-based classes), the evaluation shall include input from others who are in a position to observe the employee, such as supervisors employed by the district in district-based classes. Such district supervisors shall be designated and disclosed to any affected employee within one month after the beginning of each school year. The form for the evaluation shall be as outlined in Appendix C.

15. Unapproved Leave Without Pay

The following employee absences without pay are deemed "unapproved leaves", if such absences are not approved by the Board, or are not due to sickness, vacation, bereavement, or personal/emergency days, in accordance with the applicable provisions of this agreement:

a. Any day that results in a deduct day is deemed an "unapproved leave." A deduct day is defined as any day in which an employee does not have available sick, personal, or vacation leave or applicable leave such as bereavement leave to use. A deduct day results in loss of pay for that day.

   For all employees, any unapproved absence of more than one hour from work shall be deemed to be an absence for the number of hours missed.

   Any full-time employee, who takes an unapproved leave, as defined above, shall be required to reimburse the Schuylkill Intermediate Unit for the cost of all board-paid insurance for the day(s) missed. This section does not apply to any employee during a probationary period. Excessive use of deduct days shall result in disciplinary action.

16. Probationary Period

New employees will be placed on probationary status for the first ninety (90) calendar days of employment. Continued employment during the probationary period will be at the discretion of the Board. A probationary employee may be dismissed at any time up to the completion of the probationary period, and such dismissal cannot be subject to grievance and may not be appealed to arbitration.

Probationary employees shall be entitled to all medical, dental, vision, prescription drug, and life insurance coverage established in this agreement, but shall not be entitled to use any vacation days, sick leave, or personal/emergency days during the first ninety (90) calendar days of employment. Time off, including summer break for school-year employees, shall not count toward the ninety (90) calendar day probationary period. However, upon the successful completion of the probationary period, the employee shall receive full credit from the initial date of employment for all benefits of this agreement that may be dependent upon the time served as an employee, including seniority, wages, vacation days, sick days, sick leave, personal/emergency leave and any other benefits by this agreement.

17. Employee Break Periods

Each full-time employee is entitled to one (1) ten (10) minute break period during the first half of their shift, and (1) one ten (10) minute break period during the second half of their shift each workday. Break periods may not be combined and are not cumulative. Break periods may not be combined with the lunch period. For example, a lunch break of 11:30 AM-12:00 PM may not be combined with two 10-minute breaks to make a 50-minute lunch/break (11:20 AM-12:10 PM). Employees in the same work area may not take the break period at the same time.

Each part-time employee is entitled to a 20-minute break period each workday. Break periods may not be combined and are not cumulative. Employees in the same work area may not take the break period at the same time.

18. Released Time for Meetings

Whenever the Board or Administration requests any representative of the Association or any employee to participate during working hours in negotiations, grievance proceedings, or meetings, he/she shall suffer no loss in pay. Meetings shall be defined as meetings requested by Administration during working hours.

19. Use of School Buildings

The Association and its representative shall normally be allowed the use of school buildings for meetings after school hours. The use shall be defined as for "Union meeting use". School building requests must be approved by the Maintenance Supervisor with 24 Hour Notice.

20. Increment for Covering Classes

If a Paraprofessional is needed to cover a class for the full day due to a shortage of substitutes at the Schuylkill Technology Centers, the affected Paraprofessional shall receive an additional $1.00 per hour on that day. Coverage shall be defined as class coverage for the full day with no substitute present.

APPENDIX A - GRIEVANCE PROCEDURE

STEP I

If an educational support employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor (as defined in Appendix B), either personally or accompanied by his representative, within ten (10) working days of its occurrence. At such time, the employee shall submit to his immediate supervisor written documentation, on the Grievance Form available in the office of each building officially designated as the teaching station or home office of said employee, indicating the section of the contract being grieved. The immediate supervisor shall indicate his disposition of the grievance in writing within ten (10) working days after receiving the written grievance. If the employee is not satisfied with the disposition of the grievance by his immediate supervisor, and a grievance still exists, he shall, within ten (10) working days of the receipt of the supervisor's disposition, invoke Step II of the grievance procedure.

STEP II

If the employee and the immediate supervisor fail to resolve the grievance, the grievance shall be submitted to the Program Director on the Grievance Form that was initiated at Step I. Within ten (10) working days of the receipt of the grievance, the Program Director shall meet with the grievant and/or his representative in an effort to resolve the grievance. The Program Director shall indicate his disposition of the grievance in writing on the Grievance Form that was initiated at Step I within ten (10) working days of such meeting. If the grievant is not satisfied with the disposition of the grievance, and a grievance still exists, the employee shall, within ten (10) working days of the receipt of the Program Director's disposition, invoke Step III of the grievance procedure.

STEP III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to the Executive Director or his designee on the Grievance Form that was initiated at Step I. Within ten (10) working days, the Executive Director and/or his designee shall meet with the grievant and/or his representative on the grievance and shall indicate his disposition of the grievance in writing on the Grievance Form that was initiated at Step I within ten (10) working days of such meeting. If the grievant is not satisfied with the disposition of the grievance, and a grievance still exists, the employee shall within ten (10) working days of the receipt of the Executive Director's disposition, invoke Step IV of the grievance procedure.

STEP IV

If the grievant is not satisfied by the disposition of the grievance by the Executive Director or his designee, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted in writing on the Grievance Form that was initiated at Step I to the Board secretary or other designee of the Board. The Board, or a committee appointed by the Board, no later than its next regular meeting, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the Board shall be made not later than ten (10) working days thereafter or as soon thereafter as may reasonably be done by the Board in compliance with Pennsylvania's Open Meeting Law known as the Sunshine Act (65 Pa. C.S.A. Section 701 et seq). Such disposition shall be furnished to the grievant. If the Association is not satisfied with the disposition of the grievance by the Board, and a grievance still exists, the Association shall, within ten (10) working days of the receipt of the Board's disposition, invoke Step V of the grievance procedure.

STEP V

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period as stated in Step IV, the grievance will be submitted to an arbitrator according to Article IX, Section 903 of the Public Employee Relations Act, Act 195.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

Wherever the procedure herein provides a time limit for the disposition of a grievance, the grievant shall have the same amount of time following the disposition, or if no disposition is made, the expiration of such time limit, to initiate the next step in the grievance procedure. If the grievant fails to initiate the next step within the specified time, the grievance shall be considered resolved.

Any individual employee shall have the right at any time to present grievances through Step IV and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of this Contract. It is provided further that the bargaining representative shall be allowed to be present at such adjustment.

SCHUYLKILL INTERMEDIATE UNIT 29 - GRIEVANCE FORM

EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

This form should be submitted to the employee's immediate supervisor (as defined in Appendix B).

Date filed: _____

Name: _____

Building: _____

Assignment: _____

STEP I (After discussion of grievance with Immediate Supervisor)

A. Date Cause of Grievance Occurred: _____

B. Section of Contract being Grieved: _____

_____

_____

_____

_____

_____

_____

All Schuylkill Intermediate Unit 29 actions and activities are nondiscriminatory in accordance with state and federal laws, including Title VI, Title IX, Sections 503 and 504, the Age Discrimination Act of 1975, and the ADA. Information about accommodations or complaints should be addressed to the Executive Director of Schuylkill Intermediate Unit 29, PO Box 130, 17 Maple Avenue, MarLin, PA 17951.

C. Statement of Grievance:_____

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Relief Sought:_____

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D. Disposition by Immediate Supervisor: _____

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Signature of Immediate Supervisor Date

E. Position of Grievant and/or Association: _____

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Signature Date

Step II. (If grievance is not resolved)

A. Date Received by Program Director: _____

B. Disposition of Program Director: _____

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Signature of Program Director Date

C. Position of Grievant and/or Association: _____

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Signature Date

Step III. (If grievance is not resolved)

A. Date Received by Executive Director or Designee: _____

B. Disposition of Executive Director or Designee: _____

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Signature of Executive Director or Designee Date

C. Position of Grievant and/or Association: _____

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Signature Date

Step IV. (If grievance is not resolved)

A. Date Received by Board Secretary or Designee: _____

B. Disposition of Board Secretary or Designee: _____

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Signature of Board Secretary or Designee: Date

C. Position of Grievant and/or Association: _____

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Signature Date

STEP V. (If grievance is not resolved)

A. Date Submitted to Arbitrator_____

B. Attach sheet showing disposition and award of Arbitrator.

APPENDIX B - Definition of Immediate Supervisor

Special Education Program

1. The immediate supervisor for Paraprofessionals will be the Director of Special Education or designee. The immediate supervisor in the Early Intervention program will be the program administrator.

2. The immediate supervisor for custodians and custodial maintenance. will be the Maintenance Supervisor.

3. The immediate supervisor for administrative assistants in the Special Education Program will be the Director of Special Education or designee.

4. The immediate supervisor for program administrative assistants will be the administrator of the program.

Schuylkill Technology Center

1. The immediate supervisor for custodian and custodial maintenance will be the Maintenance Supervisor.

2. The immediate supervisor for building administrative assistants will be the Director of CTE.

3. The immediate supervisor for Paraprofessionals will be the Director of CTE or designee.

Intermediate Unit Central Offices (Business, Curriculum, Technology, Special Education and Early Intervention)

1. The immediate supervisor for all personnel in the Business Office will be the Business Manager.

2. The immediate supervisor for all personnel in the Curriculum & Instruction Services Department will be the Director of Curriculum & Instruction Services.

3. The immediate supervisor for all personnel in the Technology Services Department will be the Coordinator of Technology Services.

4. The immediate supervisor for all personnel in the Special Education Office will be the Director of Special Education or designee.

5. The immediate supervisor for all personnel in the Early Intervention Office will be the Director of Special Education or designee.

The Association shall be advised of the names for each administrative position annually or when there is a change in a supervisor.

APPENDIX C – EMPLOYEE EVALUATION FORM

Schuylkill Intermediate Unit 29

Employee Evaluation for 2025 – 2027

Educational Support Professionals

Note: The Evaluation Form has been developed by a committee of the Association and the Administration.

Position:

- Paraprofessionals
- Administrative Assistants
- Custodians
- Custodians/Maintenance

Name of Employee: _____

Name of Supervisor: _____

APPENDIX D – EMPLOYEE EVALUATION FORM

Capital BLUE

www.capbluecross.com

Benefit Highlights
PPO Plan B
Schuylkill Intermediate Unit

THIS IS NOT A CONTRACT. This information highlights some of the benefits available through this program and is NOT intended to be a complete list or description of available services. Benefits are subject to the exclusions and limitations contained in your Certificate of Coverage (COC). Refer to your COC for benefit details.

SUMMARY OF COST-SHARING	Amounts Members Are Responsible For:	
	Participating Providers	*Nonparticipating Providers*
Deductible (per benefit period)	$500 per member $1,000 per family	$750 per member $1,500 per family
Copayments		
• **Office Visits** *(performed by a Family Practitioner, General Practitioner, Internist, Pediatrician, Preventive Medicine specialist, or participating Retail Clinic)*	$10 copayment per visit	30% coinsurance
• **Specialist Office Visit**	$20 copayment per visit	30% coinsurance
• **Emergency Room**	$100 copayment per visit, waived if admitted	
• **Urgent Care**	$35 copayment per visit	
• **Inpatient** (Per Admission)	Not Applicable	50% coinsurance
• **Outpatient Surgery Copayment** (facility)	Not Applicable	50% coinsurance
Coinsurance	Not Applicable	30% coinsurance
Out-of-Pocket Maximum *(includes Deductible, Copayments and Coinsurance for Medical (including ER) Participating Providers only).*	$3,300 per member $6,600 per family	$6,350 per member $12,700 per family

SUMMARY OF BENEFITS	Limits and Maximums	Amounts Members Are Responsible For:	
		Participating Providers	*Nonparticipating Providers*
PREVENTIVE CARE: *Administered in accordance with Preventive Health Guidelines and PA state mandates*			
Preventive Care Services			
• Pediatric Preventive Care		Covered in full, waive deductible	30% coinsurance after deductible
• Adult Preventive Care		Covered in full, waive deductible	30% coinsurance after deductible
Immunizations		Covered in full, waive deductible	30% coinsurance, waive deductible
Mammograms			
• Screening Mammogram	One per benefit period	Covered in full, waive deductible	30% coinsurance, waive deductible
• Diagnostic Mammogram		Covered in full after deductible	30% coinsurance after deductible
Gynecological Services			
• Screening Gynecological Exam & Pap Smear	One per benefit period	Covered in full, waive deductible	30% coinsurance, waive deductible
BENEFITS LISTED BELOW APPLY ONLY AFTER BENEFIT PERIOD DEDUCTIBLE IS MET			
Acute Care Hospital Room & Board		Covered in full after deductible	50% coinsurance after deductible
Acute Inpatient Rehabilitation		Covered in full after deductible	50% coinsurance after deductible
Skilled Nursing Facility		Covered in full after deductible	50% coinsurance after deductible
Surgery			
• Surgical Procedure & Anesthesia		Covered in full after deductible	30% coinsurance after deductible
Maternity Services and Newborn Care		Covered in full after deductible	30% coinsurance after deductible
Diagnostic Services			
• Radiology		Covered in full after deductible	30% coinsurance after deductible
• Laboratory		Covered in full after deductible	30% coinsurance after deductible
• Medical tests		Covered in full after deductible	30% coinsurance after deductible
Outpatient Surgery		Covered in full after deductible	30% coinsurance after deductible
Outpatient Therapy Services			
• Physical Medicine		$20 copayment per visit	30% coinsurance after deductible
• Occupational Therapy		$20 copayment per visit	30% coinsurance after deductible
• Speech Therapy		$20 copayment per visit	30% coinsurance after deductible
• Respiratory Therapy		Covered in full after deductible	30% coinsurance after deductible
• Manipulation Therapy	20 visits/benefit period	$20 copayment per visit	Not covered
Emergency Services		Covered in full, waive deductible Emergency room copayment applies, waived if admitted inpatient	
Mental Health Care Services			
• Inpatient Services		Covered in full after deductible	30% professional and 50% facility coinsurance after deductible
• Outpatient Services		$20 copayment per visit	30% professional and 50% facility coinsurance after deductible
Substance Abuse Services			
• Rehabilitation – Inpatient		Covered in full after deductible	30% professional and 50% facility coinsurance after deductible
• Rehabilitation – Outpatient		$20 copayment per visit	30% professional and 50% facility coinsurance after deductible
Home Health Care Services	90 visits/benefit period	Covered in full after deductible	50% coinsurance after deductible
Durable Medical Equipment (DME)		Covered in full after deductible	30% coinsurance after deductible
Prosthetic Appliances		Covered in full after deductible	30% coinsurance after deductible
Orthotic Devices		Covered in full after deductible	30% coinsurance after deductible

Benefits are underwritten by Capital Advantage Assurance Company®, a subsidiary of Capital BlueCross. Independent licensee of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.

PPOB2213
1/19

Large Group – PPO Plan
(7/1/2014)