

CONNELLSVILLE AREA SCHOOL DISTRICT

And the

**CONNELLSVILLE AREA EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
(NEA/PSEA)**

July 1, 2024 - June 30, 2028

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I. RECOGNITION

The Connellsville Area School District recognizes the Connellsville Area ESPA/NEA/PSEA as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. (PERA-R-998-W).

This bargaining unit includes all full-time and regular part-time white-collar nonprofessional employees including but not limited to secondary building monitors, classroom aides, personal student aides, special education classroom aides, library clerks, cafeteria monitors, parking lot attendants, part-time clerks, bus monitors, less than twelve (12) months secretaries, call-in service clerk, truant officers, home school coordinators, special education clerks, health room assistants (LPN), personal health assistants (LPN), and secretaries, and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in ACT 195.

II. DEFINITIONS

- A. The following terms used in this document shall hereinafter refer to the following job classifications whenever they appear in this document:
1. "Tier 1" or "Tier 1 Employee(s)" shall refer to all secretaries employed by the District, regardless of length of work year.
 - a. "Tier 1.A" or "Tier 1.A Employee(s)" shall refer to all twelve (12) month secretaries employed by the District.
 - b. "Tier 1.B" or "Tier 1.B Employee(s)" shall refer to all ten (10) month secretaries employed by the District.
 2. "Tier 2" or "Tier 2 Employee(s)" shall refer to all health room assistants and personal health assistants.
 3. "Tier 3" or "Tier 3 Employee(s)" shall refer to all library clerks, office clerks (both full and part time), special education clerks, truant officers, and call-in-service clerks.
 4. "Tier 4" or "Tier 4 Employee(s)" shall refer to all elementary aides, secondary aides, and multiple handicapped aides.
 5. "Tier 5" or "Tier 5 Employee(s)" shall refer to all elementary monitors, secondary monitors, and parking lot attendants.

- B. When these terms appear together, they shall refer to all job classifications between and amongst the included terms. For example, Tiers 4 through 5 shall be understood to refer to all elementary aides and monitors, secondary aides and monitors, multiple handicapped aides, and parking lot attendants.

III. TERM OF AGREEMENT

The term of this agreement shall begin July 1, 2024 and shall continue in full force and effect until June 30, 2028 or until such later date as the two parties may hereafter agree is to be the extended ending date.

IV. WAGES AND SALARIES

A. WAGE AND SALARY CALCULATION

See Appendix A

B. PAYDAYS

Paydays for employees will be every other Friday throughout the employees work year.

C. OVERTIME PAY

Any employee who works over forty (40) hours in any given workweek shall be paid at the rate of one and a half (1.5) times his/her regular hourly rate. An employee may be required to work a reasonable amount of overtime.

V. LENGTH OF WORK YEAR

The work year for employees shall be within the confines of the school calendar and the Board has determined the following work years:

Position	Work Year/Scheduled Days
Twelve (12) month Secretaries	Per Contract
<Twelve (12) month Secretaries	195
Office Clerks	195
Part-Time Office Clerks	40 weeks per school year
Library Clerks	195
Multiple Handicapped Aides	Student Contact Days + 3 training days
Health Room Assistant	Student Contact Days + training days as scheduled by the District

Truant Officers	Student Contact Days + Scheduled proceedings
Parking Lot Attendants	Student Contact Days
Elementary Monitors	Student Contact Days
Elementary Aides	Student Contact Days +3 training days
Secondary Monitors	Student Contact Days
Secondary Aides	Student Contact Days + 3 training days

All employees in Tiers 1.B through 4 shall be provided one full workday at the beginning of the work year, scheduled by the District, to prepare for the year.

In the event that the District seeks institute a non-traditional educational schedule, the District and Association agree to bargain said non-traditional schedule and the impacts thereof as required by Act 195 and Act 88.

VI. WORK DAY

A. Tier 1 Employees:

1. All Tier 1 Employees shall be scheduled to work eight (8) hours each operating day by the administration, including a lunch period of one half (1/2) hour.
2. Tier 1 Employees may be permitted to leave work fifteen (15) minutes early on the last scheduled day prior to a holiday.

B. For all Tier 2 through 5 employees:

1. The regular workday times listed below for each position are considered to be the minimum for each position:

<u>Positions</u>	<u>Scheduled hours</u>	<u>Paid hours</u>
Twelve (12) month Secretaries	8	8
<Twelve (12) month Secretaries	8	8
Office Clerks	8	7.5
Part-Time Office Clerks	20 per week	20 per week
Library Clerks	8	7.5
Multiple Handicapped Aides	TBD	TBD
Health Room Attendant	8	7.5
Truant Officers	8	7.5
Parking Lot Attendants	TBD	TBD
Elementary Monitors	7.25	6.75
Elementary Aides	7.25	6.75
Secondary Monitors	7.5	7

Secondary Aides	7.5	7
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2. The building principal and/or direct supervisor may adjust beyond the stated hours at the District's discretion.
3. The authority to expand beyond these minimums shall not be exercised in a discriminatory manner, or as a form of discipline.

C. Training Days:

1. The work hours of training days shall be communicated to all employees at least five (5) school days prior to the training day, unless said training days occur prior to the first student day. In this case, the work hours of training day(s) will be communicated via electronic mail to all employees at least one (1) week prior to the training day(s).
2. The work hours of any training day(s) will be defined by the District, provided that no employee shall be required to work less than four (4) hours on any training day(s).

D. Lunch Break

1. All Tier 1 employees are eligible for a duty free one half (1/2) hour lunch period with said lunch period being considered paid time and inclusive of their workday.
2. All employees in Tiers 2 through 5 working a minimum of 5 paid hours are eligible for a duty-free one half (1/2) hour lunch period, with said lunch period being considered unpaid time.

E. Changes to the Usual School Day

1. Delays and Early Dismissals:

- a. Employees will be given the opportunity to report to work one (1) hour prior to the delayed start time of school, when a two (2) hour delay is in effect, due to inclement weather.
- b. Employees will be given the opportunity to stay one (1) additional hour, after student dismissal when an early dismissal occurs. The employee choosing to stay the hour after student early dismissal must stay for the full hour to qualify for payment and may not adjust their duty-free unpaid lunch time as part of that hour.
- c. Employees who report to work prior to the announcement that a cancellation is in effect, due to inclement weather, will be given the opportunity to stay and work for one (1) hour for that day. The employee choosing to stay must work for the

full hour to qualify for payment.

2. Virtual Instruction Days:

In the event that a student day is held using remote or virtual means, the District and Association shall bargain any impact on the Association employees with the Association and may address any such impacts through one or more memoranda of understanding (MOUs) with the Association. Any such agreed-upon MOUs shall be attached to the CBA as an Appendix.

VII. STRIKES AND LOCKOUTS

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195, and Act 88 of 1992. As a condition of the various provisions of this agreement to which the parties have agreed, the Association pledges that the members of the Association will not engage in a strike (as that term is defined in the Act) during the term of this agreement, and the District pledges that it will not conduct or cause to be conducted a lockout during the term of this agreement.

VIII. EMPLOYEE BENEFITS

A. FAYETTE COUNTY SCHOOL EMPLOYEES' CREDIT UNION

This program is available to all employees of the Connellsville Area School District by means of a payroll deduction.

B. MILEAGE

The Connellsville Area School District agrees to pay each employee for use of the employee's automobile, when such use has been approved by Connellsville Area Board of School Directors at the IRS approved rate in effect each July 1; provided, however, that this provision shall be interpreted and applied in a manner identical to the CAEA collective bargaining agreement as of July 1, 2024.

C. TRAINING REIMBURSEMENT

If any employee is directed by the District to receive any training or to participate in workshops or classes, the District will pay all costs associated with such training. This payment includes fees, tuition costs, and other associated costs including expenses incurred during this training period.

IX. GRIEVANCE PROCEDURE

A. SCOPE AND DEFINITIONS

1. All grievances which arise out of the interpretation of the terms of this agreement, shall be subject to processing through binding arbitration as provided hereafter.
2. The term “days” shall mean business days.

B. PROCEDURES

1. Grievances must be processed as rapidly as possible; therefore, the number of days provided on each level should be considered the maximum allowable time for their resolution.
2. The Association recognizes the right, but not the requirement, of any member of the bargaining unit, whether a member or non-member of the Association, to discuss his/her problems on an informal basis with any member of the Administrative Staff without the intervention of the Association; however, it is agreed that, should he/she fail to obtain redress in this way, he/she shall still have the right to initiate the grievance procedures on the appropriate level.
3. The member may have Association Representation at any or all levels.
4. It is understood that no reprisals on the part of the Board or the Administrative Staff shall be brought to bear on any member of the bargaining unit filing a grievance.
5. The Association and District shall jointly develop a grievance form, which shall be attached to this agreement as Appendix “B”.

C. PROCESSING

1. Informal Investigation

Within ten (10) days of the incident or becoming aware of the incident, the individual or individuals with the assistance of the Association, shall attempt informally to resolve the matter with the immediate supervisor prior to the filing of the grievance under the Collective Bargaining Agreement.

2. Level One

An aggrieved party shall within five (5) days of the time when the individual, individuals, had knowledge of, or should have known of the grievance, if not resolved through the informal investigatory step, shall file a grievance. He/She shall fill out three (3) copies of the grievance form, giving one (1) to his/her principal or first level of supervision and one (1) to the Association. The

principal or first level of supervision shall, within five (5) days after receipt of the complaint, meet with the aggrieved party in an attempt to resolve the grievance. The principal or first level supervisor shall render a decision within five (5) days after his/her conference with the aggrieved party and shall communicate his/her decision to the aggrieved party in writing.

3. Level Two

The aggrieved party, should he/she fail to obtain redress on Level One, shall within five (5) days after receiving the decision of his/her principal or first level supervisor, inform the Superintendent of his/her grievance in writing and name his/her representative, if any. The aggrieved party shall also inform the Association of his/her decision to carry his/her grievance to Level Two.

The Superintendent shall, within ten (10) days after receipt of the complaint, meet with the aggrieved party to hear his/her grievance. He/she shall inform the aggrieved party and the Association of his/her decision, in writing, within five (5) days after the date of the hearing and shall give his/her reasons for same.

4. Level Three

If the grievance cannot be resolved on Level Two, the aggrieved party may then have recourse to the Board of School Directors. He/she shall make his/her request for a hearing, in writing, giving his/her reasons for wanting the hearing. He/she shall do this within ten (10) days after receiving the decision of the Superintendent. The Board shall hear the grievance within twenty-five (25) days after the receipt of said request and shall render its decision, in writing, within ten (10) days after the hearing. The Association will assume control of the grievance, if it has not been previously done so at the request of the aggrieved, at the completion of Level Three.

5. Level Four

If, for any reason, no satisfactory resolution of the grievance can be reached on Level Three, the local association may within fifteen (15) days after return of the decision of the Board, submit the grievance to arbitration and notify the other party of this intent. The Arbitration hearing shall be held at the next date mutually agreeable to all parties.

6. Miscellaneous

- a. The Association shall reimburse the District for the employee(s) salary for the time spent at grievance procedure hearing(s) or meeting(s) held during the scheduled workday. This payment shall only apply to those bargaining unit members participating on behalf of the Association. Any Bargaining Unit member subpoenaed or directed by the District to attend shall be the responsibility of the District.

- b. The arbitrator may be selected by mutual consent through the Pennsylvania Bureau of Mediation. Failure to obtain mutual consent gives either party the right to proceed under Sec. 903(1) of Act 195.
- c. The arbitrator shall declare his/her decision, in writing, and shall set forth the reasons for his/her conclusions. This arbitration decision shall be binding upon both parties in accordance with the laws of the Commonwealth of Pennsylvania.
- d. Any cost incident to this arbitration shall be borne equally by the Association and the Board.
- e. Any grievance arising out of a situation in which the Association and District agree the immediate supervisor is without authority to act shall be submitted in writing to the Superintendent with a copy going simultaneously to the involved immediate supervisor(s). The processing of such a grievance shall commence at Level Two and may follow through all remaining levels of the grievance procedure. All timelines from Level Two throughout the remainder of the grievance procedure shall remain in effect.

D. MISCELLANEOUS

- 1. The failure of the aggrieved party to initiate the grievance procedure herein outlined within the time limits specified at each level shall be construed as an acceptance of his/her part of the decision previously rendered and shall be an automatic waiver of all right to appeal on that particular grievance.
- 2. The failure of an Administrator to render a decision concerning the grievance within the time limits specified on any level shall give the aggrieved party the right to proceed to the next level. Similarly, failure of the Board to render a decision within the time limits specified for Level Three shall give the aggrieved party the right to proceed to Level Four.
- 3. All time limits may be extended by mutual agreement.

X. PAID LEAVES OF ABSENCE

A. SICK LEAVE AND PERSONAL LEAVE

- 1. Sick Leave:
 - a. Each Tier 1.A employee shall be credited with twelve (12) sick days per school year; all Tier 1.B through Tier 5 employees shall be credited with ten (10) paid sick days per year.

- b. All accumulated sick leave may be used in one (1) year.
- c. Sick days may be used in half (1/2) day increments.
- d. Unused paid sick leave will accumulate from year to year without limitation.
- e. An excuse from a medical professional that the absent Tier 1.A employee was unable to work shall be required said employee is absent for more than three (3) consecutive work days, or submits an sick day request before or after a personal day shall be required. An excuse from a medical professional may be required from any employee when the District suspects abuse and after prior notification to the Association.
- f. Sick leave will be prorated for the first and last years of employment for all employees.

2. Personal Leave:

- a. Each Tier 1.A employee shall be credited with four (4) personal leave days per school year; employees in Tiers 1.B through 5 shall be credited with three (3) paid personal leave days per school year.
- b. Personal leave days shall accumulate, if unused, to a total of five (5) days of paid personal leave in any one (1) year.
- c. Any accumulation beyond five (5) personal leave days shall be converted to sick leave on a one-to-one (1:1) hourly basis at the beginning of the next work year.
- d. Personal days may be used in half (1/2) day increments.
- e. Employees will be permitted to use personal leave at any time during the school term.

3. Miscellaneous:

- a. In the event any employee utilizes all of his/her personal and/or sick leave, he/she shall be allocated an additional eight (8) days without pay before requiring Board approval for unpaid days.
- b. Up to five (5) sick days from the current year's allotment may be used to care for an ill family member, including a spouse, parent (including step and in-law), child(ren) (including step and in-law), sibling, grandparent, grandchild(ren) or an individual residing in the same household as the employee on a permanent basis.

Such use of sick days shall comply with all District requirements relating to the submission of documentation and substantiation of such use of sick days.

B. JURY DUTY

Employee shall be paid their salary on days they are required to serve on jury duty. Upon receipt of payment for service as a juror, employees shall provide proof of the amount received as a juror (less mileage), and submit amount received to the district.

Any employee who volunteers for or actively seeks participation in jury duty will be limited to the above salary difference for a period of two (2) weeks in any contract year.

C. CONFERENCES AND CONVENTIONS

When an employee attends a Connellsville Area Board of Directors approved subject or conference or convention pertaining to field of employment, the Connellsville Area School District shall provide the employee with travel expense for road toll fees, the cost of meals, lodging, conference or convention fees, and mileage at the IRS approved rate in effect each July 1.

D. BEREAVEMENT LEAVE

Five (5) work days paid leave of absence for a death in the immediate family of a bargaining unit member and a one (1) work day leave of absence for a death of a near relative of employee or spouse shall be granted each employee. The five (5) or one (1) working days must be taken within eight (8) calendar days of the death of the family member.

1. Members of the immediate family shall be defined as parents, step-parents, brother/sister, step-brother/sister, son/daughter, step-son/daughter, spouse, parent-in-law, or any near relative who legally resides in the same household with the employee or any person with whom the employee has made his/her home.
2. Near relative shall be defined as first cousin, grandparent, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
3. In extenuating circumstances, upon submission of a request by the employee to the Director of Human Resources, consideration will be given by the District Administration to expand the eight (8) day time frame.

XI. UNPAID LEAVES OF ABSENCES

The Connellsville Area School District shall grant leaves of absence (paid or unpaid) as required by law, and may do so in other circumstances.

A. QUALIFICATION FOR LEAVE

1. Employees who qualify for leave under these provisions and have been employed by the School District for one (1) year or more shall be granted a leave of absence as outlined in the following provisions.
2. Employees who are qualified for the leave under these provisions and are employed with the School District for less than one (1) year may be granted the leave of absence as outlined in the following provisions at the discretion of the Board of Directors.
3. An employee on an unpaid leave of absence shall continue to accrue seniority in the same manner as if he or she had been actively employed during the leave of absence.
4. Any employee on an approved leave of absence is prohibited from taking employment outside the District in a compensable capacity during the same hours for which he or she worked for the District. This does not affect work for the Association when it is mutually agreed to by the Board and the Association.
5. Employees who have paid leave available may, at the employee's election, use any or all accumulated paid leave prior to being granted an unpaid leave of absence.
6. Nothing contained in this agreement shall be construed to lessen or diminish the rights guaranteed to the employees found in the Family and Medical Leave Act (FMLA).

B. DISABILITY LEAVE

The Connellsville Area School District shall provide all employees with leaves of absence under the following provisions.

Procedures related to the application for disability inclusive of childbearing leave in Connellsville Area School District are:

1. The employee in need of a disability leave shall immediately notify the Superintendent of Schools in writing.
2. Childbearing leave shall be granted under the terms and conditions that apply to a leave of absence for disability. Employees who are eligible for benefits and granted a childbearing leave of absence shall be eligible to receive the same benefits as employees who are otherwise disabled. It is understood that the beginning date of the leave is a matter to be determined by the employee's physician.
3. An employee will return to work when a physician certifies that he/she is physically and emotionally capable of returning to active employment without any negative effect on the employee's physical or emotional well being.

4. It is understood that the employee shall, upon certification by the physician that he/she is no longer disabled, and therefore, no longer eligible to collect any type of benefits related thereto, return to work within twenty-one (21) calendar days after said certification or make application to the Superintendent of Schools for a child care leave.
5. Upon returning to work from a disability leave, the employee shall be assigned to the same position held at the time the leave commenced.
6. The employee shall be permitted, at the employee's election, to use any and all sick leave days during a disability leave.
7. Life insurance premiums, provided for under this agreement, shall be paid by the Connellsville Area School District, consistent with the Insurance Carrier's policies, for an employee on disability leave so as to provide coverage until the period ending August 31 immediately following the date of the granting of a disability leave.
8. Premiums for sickness and accident coverage, for employees eligible to receive benefits under this agreement, shall be paid by the Connellsville Area School District consistent with the Insurance Carrier's policies, for an employee on disability leave, who is not otherwise covered by the spouse's policy, so as to provide coverage until the period ending August 31 immediately following the date of the granting of a disability leave. Subsequent to the date above, employees on disability leave will have the coverage made available providing the employee pays the premium while on childcare leave.
9. The Connellsville Area School District will abide by the rules and regulations and the decisions of:
 - a. The Human Relations Commission
 - b. The Equal Employment Opportunity Commission
 - c. The Department of Justice
 - d. The Courts

Should any of the above agencies add to or delete from this policy, the District will abide by the decisions and rules and regulations of the agencies named above.

C. CHILD CARE LEAVE

1. Employees shall be provided with an unpaid childcare leave of up to one (1) year. Employees intending to take a child care leave must notify the Superintendent of Schools in writing at least thirty (30) calendar days prior to the intended starting date of said leave.

2. The employee may pay for any applicable fringe benefits while on childcare leave by remitting payment to the Human Resources Department.
3. Employees shall be granted a child care leave of absence for adoption upon official documentation from the adoption agency.

D. EXTENDED LEAVE FOR ILLNESS OR DISABILITY

Upon doctor's certification, an employee who is unable to perform his/her duties because of personal illness or disability, may be granted a sick leave of absence pursuant to the terms of the agreement, without pay, for the duration of such illness or disability up to one (1) year. Upon doctor's certification, the leave may be renewed for an additional one (1) year upon receipt of a written request from the employee and the approval of the Connellsville Area School Board. Any person granted such leave shall notify the Connellsville Area School Board of his/her return not less than twenty-one (21) calendar days prior to his/her return. Employees granted this type of leave will be given the same fringe benefits as those employees who are granted a disability leave.

E. PERSONAL LEAVES OF ABSENCE

Employees who have been in the Connellsville Area School District at least two (2) years may be granted leaves of absence for reasonable purposes without pay, upon request of the employee, submitted to the Connellsville Area School Board. Employees on personal leaves of absence for thirty (30) days or more must pay for their fringe benefits during the absence, or said benefits will be terminated.

XII. LIFE INSURANCE

The Connellsville Area School District shall provide, at no expense to the Tier 1 employee, fifty thousand dollars (\$50,000) double indemnity life insurance coverage with a provider of the district's choice.

The District shall provide, at no expense to the employee, forty thousand dollars (\$40,000) double indemnity life insurance coverage to all employees in Tiers 2 through 5, unless covered by a higher amount in another district collective bargaining agreement, with a provider of the district's choice.

XIII. HEALTH INSURANCE

A. COVERAGE

1. The Connellsville Area School District will provide the Standard Value Plan (Currently Highmark Community Blue Flex PPO and Community Blue Flex EPO) Medical Insurance benefits as approved by the Allegheny County Schools Health

Insurance Consortium (ASCHIC).

2. Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section.

B. PREMIUM SHARE

All Tier 1.A employees will be required to pay the following premium share amounts through payroll deduction:

ACSHIC PPO and ACSHIC EPO

Year	Individual Coverage		Two Party Coverage		Family Coverage	
	<i>PPO</i>	<i>EPO</i>	<i>PPO</i>	<i>EPO</i>	<i>PPO</i>	<i>EPO</i>
2024 – 2025	12%	6%	12%	6%	12%	6%
2025 – 2026	12%	6%	12%	6%	12%	6%
2026 – 2027	12%	6%	12%	6%	12%	6%
2027 - 2028	12%	6.50%	12%	6.50%	12%	6.50%

C. MISCELLANEOUS

1. This insurance shall be subject to the operating rules and guidelines of the insurance provider. During the term of this agreement, the Board reserves the right to select an alternate carrier and/or plan to the extent that the contemplated plan change is comparable in coverage to the existing plan. The District agrees to provide the Association as much notice as possible to affect any change.
2. When two (2) employees of the District are married to each other, coverage shall be provided through the most senior employee with the District only, unless it is to the benefit of the employer to do otherwise.
3. Insurance benefits shall begin on the first day of the month immediately following the first day of employment.
4. All employees in Tiers 1.B through 5 may purchase the above at their own expense through district payroll deduction. Employees who elect to take advantage of this health plan must do so in writing during the District’s open enrollment period, or in response to a qualifying event.

D. HOSPITALIZATION WITHDRAWAL

1. Any Tier 1.A employee may elect to withdraw from the health insurance program provided for by this Agreement; and in lieu thereof, receive a benefit of five-hundred dollars (\$500) per month for each month that the Tier 1.A employee does

not participate in the aforesaid insurance program. This money will be placed in a Health Reimbursement Account (HRA) of the District's choice.

2. If both spouses are employees of the School District, they are not eligible for benefit buy-out.
3. The opt-out of health insurance coverage shall commence July 1 of each school year. Employees must submit their written declination of the Health Insurance Coverage by May 1 prior to the designated school year on a form provided by the District Business Office.
4. Re-enrollment will be permitted at the commencement of a school year (July 1) by submitting a re-enrollment request by May 1 of the prior year to the designated school year.
5. If the employee is covered on a spouse's health insurance plan and that coverage is terminated due to divorce, the spouse's death, or the spouse's loss of employment, the employee may sooner re-enroll in the health insurance coverage with thirty (30) days written notice and the amount of reimbursement shall be prorated accordingly. This re-enrollment will only be allowed if permitted by the employer's insurance carrier. Restart of coverage shall commence at the start of a calendar month.
6. Employees applying for this rebate and choosing to decline health insurance coverage shall sign a release that confirms that they have an alternative source of minimum essential coverage that is not from the Affordable Care Act marketplace and which absolves the Connellsville Area School District and Connellsville Area Education Support Professionals Association of any liability that could result because of the employee choosing to not accept the group health insurance coverage. This release must be signed annually.

XIV. EYE CARE INSURANCE

A. COVERAGE

1. The Connellsville Area School District shall provide vision insurance coverage in the Davis Vision "Fashion Vision" Plan as approved by the Allegheny County Schools Health Insurance Consortium (ACHISC).
2. Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section.

B. PREMIUM SHARE

1. All employees will be required to pay the following premium share amounts for individual employee vision plans through payroll deduction: 6% of the premium.
2. If the employee wishes to purchase the family plan, the employee shall pay the cost difference between the family and individual plans at their own expense through payroll deduction. Such deduction shall be in addition to the individual premium share amount above.

C. MISCELLANEOUS

1. This insurance shall be subject to the operating rules and guidelines of the insurance provider. During the term of this agreement, the Board reserves the right to select an alternate carrier and/or plan to the extent that the contemplated plan change is comparable in coverage to the existing plan. The District agrees to provide the Association as much notice as possible to affect any change.
2. When two (2) employees of the District are married to each other, coverage shall be provided through the most senior employee with the District only, unless it is to the benefit of the employer to do otherwise.
3. Insurance benefits shall begin on the first day of the month immediately following the first day of employment.
4. Employees who elect to take advantage of this vision plan must do so in writing during the District's open enrollment period, or in response to a qualifying event.

XV. DENTAL INSURANCE

A. COVERAGE

1. The Connellsville Area School District shall provide dental insurance coverage in the Concordia Flex Plan with Basic Services, A. Oral Surgery, single crowns, inlay and onlay restoration, B. Prosthetics, C. Periodontics, and D. Orthodontics as approved by the Allegheny County Schools Health Insurance Consortium (ACSHIC).
2. Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section.

B. PREMIUM SHARE

1. All Tier 1.A employees shall contribute to the premium payment according to the following monthly schedule for the life of the policy:

- a. Individual Coverage: \$2.60 per month
 - b. Family Coverage: \$8.00 per month
2. All employees in Tiers 1.B through 5 shall contribute to the premium payment according to the following monthly schedule for the life of the policy:
 - a. Individual Coverage: \$2.60 per month
 - b. If the employee wishes to purchase the family plan, the employee shall pay the cost difference between the family and individual plans at their own expense through payroll deduction. Such deduction shall be in addition to the individual premium share amount above.

C. MISCELLANEOUS

1. This insurance shall be subject to the operating rules and guidelines of the insurance provider. During the term of this agreement, the Board reserves the right to select an alternate carrier and/or plan to the extent that the contemplated plan change is comparable in coverage to the existing plan. The District agrees to provide the Association as much notice as possible to affect any change.
2. When two (2) employees of the District are married to each other, coverage shall be provided through the most senior employee with the District only, unless it is to the benefit of the employer to do otherwise.
3. Insurance benefits shall begin on the first day of the month immediately following the first day of employment.
4. Employees who elect to take advantage of this dental plan must do so in writing during the District's open enrollment period, or in response to a qualifying event.

XVI. TAX SHELTERED ANNUITIES

A. HEALTH FLEXIBLE SPENDING ACCOUNT

The District agrees to implement an expanded IRS Section 125 program to shield other eligible expenses such as out-of-pocket medical expenses and dependent-care costs. The account shall have a rollover option up to the maximum amount permitted under Internal Revenue Service (IRS) regulations. Each member shall be allowed to contribute monies up to the maximum dollar amount allowed by IRS Regulations. Should the plan require monthly fees, the cost will be shared between the District and the Association.

B. RETIREMENT SAVINGS ACCOUNT

The District agrees to implement a retirement savings program (e.g. 403(b), etc.) for which all employees are eligible by means of payroll deduction, in accordance with

District policy. Each member shall be allowed to contribute monies up to the maximum dollar amount allowed by IRS Regulations.

XVII. LONGEVITY

- A. Any Tier 1.A employee who is currently receiving longevity as of June 30, 2024, shall have their current longevity converted to an hourly rate and added to their hourly wage in effect for the year. This clause shall sunset once all Tier 1.A employees who are currently receiving longevity leave their employment with Connellsville Area School District.
- B. All Tier 1.A employees shall be compensated for the removal of longevity pay by being provided with an additional \$0.10 wage increase that shall be added to their hourly wage in effect for the year. This clause shall remain in effect regardless of the continued employment of Tier 1.A employees who are currently receiving longevity.

XVIII. RETIREMENT PROGRAM

- A. The employee must be retiring under one of the forms of “normal” retirement as recognized by the P.S.E.R.S. If applying for Withdrawal Retirement or Disability Retirement, the employee must have at least twenty-five (25) years of service at the date of retirement.
- B. The employee must have worked a minimum of ten (10) years in the Connellsville Area School District.
- C. Retiree Health Plan Eligibility – Employees must be eligible to receive health care benefits for a minimum of two (2) years prior to retirement to receive the post-employment health care benefit. In no case will the employee receive more years of post-employment health care than their years of eligible health care employment.

EXAMPLE: A Tier 1.A employee must first be employed for two (2) years in that capacity. Following the two (2) year eligibility requirement, the employee could receive one (1) year of post-employment health care for each year worked to a maximum of four (4) years. Single coverage only, prorated if necessary.

- D. If a retiring employee provides at least sixty (60) days advance written notice of retirement to the Director of Human Resources, the retiring employee may receive individual coverage under the Highmark Insurance Plan that the employee is enrolled in immediately preceding retirement to a maximum of four (4) years continuous coverage, as needed by the employee, provided the employee is not eligible to be covered by another medical plan or eligible for Medicare. Retirees shall have the same plan and changes therein as active employees. Retirees requesting individual coverage shall submit to the District a signed certification each year confirming that the retiree is not eligible to be covered by another medical plan and is not eligible for Medicare as a

condition of receiving the requested individual coverage. Retirees shall have the same plan and changes therein as active employees. Retiree's premium share shall be the same amount being paid by active employees with individual coverage at the time of his/her retirement. The school district will pay for this benefit, less the monthly health benefit contribution provided to them under PSERS. Failure of the retiree to pay the amount of the monthly health benefit contribution provided to them under PSERS shall result in the termination of this benefit.

- E. This program is limited to health insurance only and does not include benefits available under the dental, vision, or other programs. The retiring employee may elect to purchase dental and vision insurance at employee's own cost and expense equal to the District's actual cost for such dental and vision insurance. The maximum coverage available will be that for which the employee was enrolled in immediately prior to retirement.
- F. Employees who reach Medicare eligibility during such four (4) year period will be given a lump sum payment of one hundred dollars (\$100.00) per month, prepaid into an HRA, of the District's choice, for each month of such four (4) year period for which they are covered by Medicare.
- G. Upon retirement, retiring employees will be paid fifty percent (50%) of their normal daily rate for each unused sick and personal day they have accumulated up to a maximum of two hundred (200) days. Upon retirement, retiring Tier 1 employees will be paid one hundred percent (100%) of their normal daily rate for each unused vacation day they have accumulated up to a maximum of forty (40) days.
- H. Employees will be paid in one (1) lump sum by the January 15 following retirement. All payments for unused days will be paid to a 403(b) account through Kades-Margolis.
- I. Should the employee die before the payment is made, the entire amount due shall be paid to the employee's designated beneficiary or estate in one (1) lump sum.

XIX. HOLIDAYS AND VACATIONS

A. HOLIDAYS

The Board shall grant seventeen (17) holidays annually to Tier 1.A employees, thirteen (13) holidays annually to Tier 1.B employees, and for all employees in Tiers 2 through 5, seven (7) holidays. In the event it becomes necessary to schedule school on any of these holidays due to emergency situations or snow make-up days, then the employee gets a personal day off in place of the lost holiday.

Tier 1 Employee's Holidays:

1. July Fourth**
2. Labor Day
3. Veterans Day

4. Thanksgiving Day
5. Day After Thanksgiving
6. Monday After Thanksgiving
7. Day Before Christmas
8. Christmas Day
9. Day After Christmas
10. Three Variable Days*, **
11. New Year's Day
12. Martin Luther King, Jr. Day
13. President's Day
14. Good Friday
15. Memorial Day

* These will be designated by the Superintendent of Schools when drafting the school calendar for the following school year.

** Tier 1.B employees will receive all of the above except July Fourth and the three (3) variable days.

All employees in Tiers 2 through 5's Holidays:

1. Labor Day
2. Thanksgiving Day
3. Day After Thanksgiving
4. Day Before Christmas
5. Christmas Day
6. New Year's Day
7. Good Friday

B. VACATIONS FOR TIER 1.A EMPLOYEES

Less than one (1) year of service by June 30 - one (1) day per each ten (10) weeks.

One (1) year of service completed by June 30 – one (1) week.

Two (2) to four (4) years of service completed by June 30 – two (2) weeks.

Five (5) to fourteen (14) years of service completed by June 30 – three (3) weeks.

Fifteen (15) years of service completed by June 30 – four (4) weeks.

Vacation year is defined as from July 1 to June 30 of the following year. Unused vacation days will be added to sick days the following year. The amount of vacation is determined by the total number of years completed by June 30 of each year. The years of service creditable for this clause will be based on District hire date for all service in District, in any position or tier. Tier 1.A employees may take their vacation anytime during the school year.

XX. WORKING CONDITIONS

A. SAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety.

B. COMPLAINTS

Complaints regarding an employee, made to any administrator by any parent of a student, student or other person, or teacher, which are used in any manner against an employee, shall be investigated by the Superintendent of Schools or his/her designee. Such complaint, if used in an evaluation, shall be called to the attention of the employee. The employee shall be given the opportunity to be represented by the Connellsville Area ESPA and his or her counsel at meetings or conference regarding such complaint.

C. PERSONNEL FILE

1. Material derogatory to an employee's conduct, service, character or personality shall not be placed in an employee's personnel file unless the employee shall have had the opportunity to review the material and it is directly related to the employee's work abilities.
2. The employee shall acknowledge that he or she has had an opportunity to review such material by affixing his or her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents. The employee shall have the right to submit a written response to such material and his or her response shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy.
3. Each employee shall be given upon request, a copy of such material placed in his or her personnel file.
4. Each employee shall have the opportunity to review the contents of their personnel file upon request in accordance with applicable law and District policy.
5. Material derogatory to an employee's conduct, service, character, or personality shall not be considered for disciplinary action and shall be removed from an employee's personnel file at the request of the employee, in accordance with the following schedule, provided no further incidents occur:
 - a. Conference only/oral reprimand - twenty-four (24) months after the date it was placed in the personnel file;
 - b. Written reprimand - forty-eight (48) months after the date it was placed in the personnel file;

- c. Suspension or demotion - seventy-two (72) months after the date it was placed in the personnel file;
- d. Statutorily required or mandated material or criminal conduct/violations - indefinitely in the personnel file.

D. EVALUATIONS

Employees will be evaluated on a yearly basis. All evaluations will be reviewed with the employee.

XXI. RIGHTS OF EMPLOYEES

A. JUST CAUSE

Employees shall not be disciplined or dismissed without just cause. New employees shall be subject to a probationary period of ninety (90) workdays, during which the just cause requirement shall not apply.

B. SENIORITY

1. Seniority shall be defined as continuous length of time in a bargaining unit position. Seniority shall be district wide. The Connellsville Area Board of School Directors shall prepare a district-wide seniority list. Once prepared, the list shall be updated two (2) times per year to be transmitted to the employees and the Connellsville Area ESPA on the first day of the new semester. When two (2) or more employees are hired on the same date, their seniority rank shall be determined by lottery.
2. Seniority shall be broken and lost by any of the following: resignation, retirement, termination, or failure of a furloughed employee to accept an offer of employment in a permanent position for which the employee is qualified.
3. The Connellsville Area Board of School Directors shall maintain the right to reduce the number of employees covered by this agreement in accordance with those provisions of the Pennsylvania School Code covering demotions and suspensions of employees. Employee furloughs and demotions shall be affected only on the basis of seniority.
4. In the event of furlough or demotion, any employee identified for furlough or demotion shall be realigned into any position, which he/she is qualified to hold. All realignments shall be accomplished in such a manner to furlough or demote the least senior employee.
5. Recall of furloughed employees shall be in the inverse order of layoffs (senior employee to be recalled first).

6. All employees to be demoted or furloughed shall be notified by August 1.

C. SUBCONTRACTING OF EMPLOYEE SERVICES

1. The Connellsville Area Board of School Directors shall not subcontract the services provided by the staff, when employee(s) capable of performing the services involved are on furlough, or where the subcontracting would result in furlough of employee(s) capable of performing such services, or in violation of Act 195. Any question or dispute regarding or relating to the classification of the collective bargaining unit or work or any alleged or purported violation of Act 195 shall remain with the sole and exclusive jurisdiction of the Pennsylvania Labor Relations Board.

D. EMPLOYEE ASSIGNMENTS AND REASSIGNMENTS

1. All employees shall be hired for assignment. Assignment shall be defined as building placement and role. The term "role" shall refer to the following information: if the assignment is classroom, office, or personal.
2. When the District determines that it is considering a change in work for an aide, the particular child or classroom to which one reports as determined by the building principals and special education supervisor, based on the employee's annual evaluation, parent input, disciplinary concerns, and interpersonal classroom climate, the current paraprofessional assigned will be notified prior to first vacancy posting of the summer. Exigent circumstances may require notification to occur after vacancies have been posted, including, but not limited to change in student residency, change in student placement and services, and new or additional information pertaining to the list of items taken into consideration by the District.
3. All employees of the Connellsville Area School District shall receive their succeeding school year's assignment, including transfer assignments and salary by August 15.
4. In cases of emergency, reassignments may be made.
5. An employee shall not be transferred arbitrarily.
6. Employees may request, in writing to the Director of Human Resources, a transfer to a different class, building, or position, provided they have the appropriate qualifications under Chapter 14 and/or are certified as Licensed Practical Nurses. Such requests shall be given full and fair consideration. Final determination of work assignment between classes, within a building, or for any position resides with the District.
7. The successful internal applicant and the District shall have ninety (90) days in which to determine if the new significantly different position, but similar wage

category (Appendix A) is suitable. Either the District or the employee may request that the employee be returned to his or her previous position at the conclusion of the ninety (90) day period.

8. In the intervening ninety (90) day period, the District may fill the previous position as it sees fit, and long-term substitute individuals serving in this defined ninety (90) day period will not be eligible for the terms provided for under the LTS MOU (Appendix "B"), until the ninety (90) days have concluded and the internal employee is considered to be permanently moved.
9. Health room assistants and personal health assistants will be required to produce and maintain their licensure and certification as Licensed Practical Nurses.
10. Should a personal health assistant be unavailable on a work day, for any reason, and no LPN's are available from the day-to-day substitute list, a health room assistant will be pulled to cover that work for the day. This temporary assignment may require travel to a different building. Such additional travel time from the home building to the temporary assignment will be part of the regular work day of the employee, not to exceed an additional one-half (1/2) hour (roundtrip).
11. An employee temporarily working outside his/her normal assignment shall be paid at the higher of the two (2) rates after working six (6) or more consecutive days in the assignment and retroactive to the first day. When moving to Tier 1 from any other Tier, the employee begins the pay rate at year one of the pay rate.
12. An employee who is selected for assignment and has completed the probationary period may be considered for other positions that are considered promotions or demotions.

E. POSITION POSTINGS

1. The staff of the Connellsville Area School District shall be informed of any openings or vacancies to be filled that exist and are announced by the Connellsville Area School District on or before August 1 and may request an application. The Superintendent of Schools, or designee will inform the staff in writing by electronic mail or electronic means.
2. Temporary vacancies during the school year for long term substitutes will be placed and assigned by the District based on the least impact and disruption to the classroom, building, and District, as determined by the District.
3. All employees within the Connellsville Area School District may bid on any job vacancy provided they are appropriately credentialed and qualified for the position.

4. When an internal vacancy is posted, and an internal candidate applies who is already within that category (Appendix A), no testing or interviewing is necessary.
5. Seniority alone will not be the basis for granting a transfer. Other criteria may be used as deemed appropriate by the Superintendent. For circumstances where applicants are equally qualified, as determined by the District, seniority shall be the basis for granting a transfer.
6. There will be one (1) posting period per year that may begin June 1 and end August 1. The District will have the discretion to post when openings and vacancies to be filled occur. After August 1, the District may fill with a substitute. (See Appendix "B", the LTS MOU).

F. ASSAULTS UPON EMPLOYEES

1. The Connellsville Area Board of School Directors shall reimburse employees at replacement cost for damage or destruction of clothing or personal property used in the performance of his or her duties in the school or on school premises when the employee is the victim of an assault, and is not reimbursed by the assailant, while engaged in the performance of his or her duties.
2. In the event an employee is unable to perform duty due to an injury resulting from a school related assault, and the disability is attested to by a physician, the Connellsville Area School District will reimburse the employee in the following manner.

Up to thirty (30) contractual days of reimbursement not to be charged against accrued sick leave. The employee shall be reimbursed in full for the first seven (7) contractual days and shall be reimbursed the difference between the contractual salary and the amount of Worker's Compensation payment received for each of the remaining days which are not to exceed thirty (30) contractual days, except where the employee is reimbursed by Worker's Compensation for the first seven (7) days in which case the Connellsville Area School District's liability for the first seven (7) days will be the difference between the seven (7) contractual days salary and the amount of Worker's Compensation received for the first seven (7) days.
3. If an employee is required to be absent from school, to appear as a plaintiff at a hearing prosecuting an alleged assault performed against the employee while engaged in the pursuit of his or her duties, the Connellsville Area School District shall compensate that employee at his or her daily rate for each day of required absence.

G. EMPLOYEE TESTIMONY

If an employee is required by the Board to appear in court or at any other legal proceeding, that employee shall be entitled to his or her contractual compensation for the day or days he or she is required to be absent from duty.

XXII. ASSOCIATION RIGHTS

A. CONFERENCES AND CONVENTIONS

Upon Connellsville Area Board of School Districts approval, employees shall be granted paid leave to attend conferences or conventions at national and state level with all costs of the conference or convention, and substitutes resulting therefrom, to be paid by the individual or the Connellsville Area ESPA.

The Connellsville Area ESPA shall have release time for a maximum of ten (10) paid days each contract year to attend to the business of the association, including state-level association conferences or conventions.

The Superintendent of Schools and the principal shall be notified seven (7) calendar days prior to the Connellsville Area Board of School Directors' meeting.

B. USE OF SCHOOL BUILDINGS

The Connellsville Area ESPA and its representatives shall have the right to use school buildings at all reasonable hours for general meetings (limited to one (1) a month or nine (9) per year) when not in conflict with school activities after proper notification and authorization from the Superintendent of Schools. The Superintendent of Schools then shall notify the principal of the building in question of the time and place of such meetings.

C. USE OF INTER-SCHOOL MAIL

The Connellsville Area ESPA building representative may use inter-school mail facilities and school mailboxes with stated limitations:

- Mail shall not be used to promote personal gain.
- The Superintendent of Schools and the building principal shall be provided with a copy of the item one (1) day in advance of a mailing.
- At no time shall the mail be used in an unethical or unprofessional manner.

He or she shall have the right to use the public address system during scheduled announcement periods with the proper notification of the building principal.

D. MAINTENANCE OF MEMBERSHIP

1. The Connellsville Area School District agrees to check off properly authorized dues for the Connellsville Area ESPA with the provision that the Connellsville Area ESPA will hold the Connellsville Area School District harmless for any problems or issues, which may be raised as a result of such a check off procedure.
2. The Connellsville Area Board of Directors agrees that all employees who are presently members of the Connellsville Area ESPA shall be subject to the "Maintenance of Membership" provision as defined in Article 111, Subsection 18 of the Public Employees' Relations Act, Act 195. The Connellsville Area ESPA agrees to hold the Connellsville Area School District harmless from any application of said maintenance of membership.

E. DUES DEDUCTION

The Connellsville Area School District, upon signed authorization by the employee, shall provide for payroll deductions of Pennsylvania State Education Association (PSEA), National Education Association (NEA), and the Connellsville Area ESPA dues. The Connellsville Area ESPA will be responsible for furnishing employee authorization forms and for remittal of dues to the other two (2) organizations. The form found attached to this Agreement as Appendix "C" will be used.

F. BULLETIN BOARDS

The Connellsville Area ESPA shall have the use of a bulletin board in each faculty lounge, school office or employee's dining room.

G. BUILDING MEETINGS

The Connellsville Area ESPA shall have the right to conduct building meetings outside the contractual day.

XXIII. MANAGEMENT RIGHTS

Except as specifically provided in this Agreement, the management and operation of the School District rests exclusively with the Board of Directors and administration. Including but not limited among the rights reserved to the District are the right to hire, promote, assign work, discipline, determine work schedules, establish and maintain reasonable standards of quality and performance, direct the workforce, require employees to observe district rules and regulations, determine the size of the workforce, provided however, these rights shall not be exercised discriminately.

XXIV. WAIVER

The parties to this agreement agree that all negotiable items have been discussed during the negotiations leading to this agreement and no additional negotiations on this agreement will be conducted unless agreed to by the parties. Any such agreement shall be reduced to writing and made a part hereof and attached hereto.

XXV. SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed not valid or in existence except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Either party may request meet and discuss pursuant to Section 301 (17) of PERA under this Article.

XXVI. STATUTORY SAVINGS CLAUSE

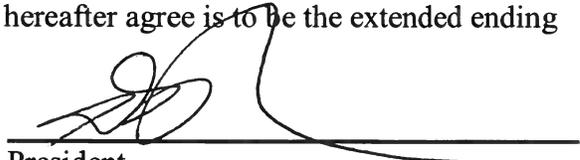
Nothing contained herein shall be construed to deny or restrict to any employee or the employer such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulation.

XXVII. EFFECTIVE DATE

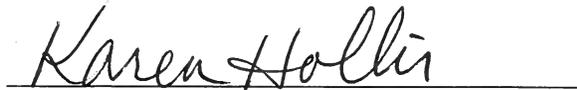
This agreement is made and entered into the ___ day of June 2024 by and between the Connellsville Area School District and the Connellsville Area ESPA. The term of this agreement shall begin on July 1, 2024, and shall continue in full force and effect until June 30, 2028, or until such later date as the two parties may hereafter agree is to be the extended ending date.



President
Connellsville Area Educational Support
Personnel Association



President
Connellsville Area School District
Board of School Directors



Secretary
Connellsville Area Educational Support
Personnel Association



Board Secretary
Connellsville Area School District
Board of School Directors

APPENDIX “A” – PAY SCALES

TIER 1 (TESTING REQUIRED)

Secretarial – Full Time 12 Month

Secretarial – Less Than 12 Month (Elementary & SAP/Food Service)

	Base Year	2024-2025	2025-2026	2026-2027	2027-2028
Year 1	\$18.40	\$22.48	\$23.18	\$23.90	\$24.64
Year 2	\$20.43	\$22.98	\$23.68	\$24.40	\$25.14
Year 3	\$22.70	\$23.48	\$24.18	\$24.90	\$25.64

- The above amounts, except the base year, include the \$0.10 payment in lieu of longevity as described in Article XVI.B only.

TIER 2 (CERTIFICATION REQUIRED)

Health Room Assistants (LPN), Personal Health Assistants (LPN)

	Base Year	2024-2025	2025-2026	2026-2027	2027-2028
Year 1	\$18.40	\$18.98	\$19.58	\$20.20	\$20.84
Year 2	\$18.90	\$19.48	\$20.08	\$20.70	\$21.34
Year 3	\$19.40	\$19.98	\$20.58	\$21.20	\$21.84

TIER 3 (TESTING REQUIRED)

Library Clerks, Office Clerks, and Special Education Clerks, Truant Officers, Part-Time Office Clerks, & Call-In-Service Clerk [Should the Call-In-Service return from the auto call program it will belong to the Association in Group 3, as a ten (10) month position.]

	Base Year	2024-2025	2025-2026	2026-2027	2027-2028
Year 1	\$17.40	\$17.95	\$18.02	\$19.10	\$19.71
Year 2	\$17.90	\$18.45	\$19.02	\$19.60	\$20.21
Year 3	\$18.40	\$18.95	\$19.52	\$20.10	\$20.71

TIER 4 (HIGHLY QUALIFIED) *

Aides, Multiple Handicapped Aide**

	Base Year	2024-2025	2025-2026	2026-2027	2027-2028
Year 1	\$17.15	\$17.70	\$18.26	\$18.84	\$19.44
Year 2	\$17.65	\$18.20	\$18.76	\$19.34	\$19.94
Year 3	\$18.15	\$18.70	\$19.26	\$19.84	\$20.44

*Chapter 14 of Pennsylvania School Code qualified to act as paraprofessionals, for the purposes of this contract called “highly qualified”.

**Multiple Handicapped Aide is compensated at an additional twenty-five cents (\$0.25) per hour above the Tier 4 rate.

TIER 5

Monitors, Parking Lot Attendants

	Base Year	2024-2025	2025-2026	2026-2027	2027-2028
Year 1	\$16.90	\$17.45	\$18.00	\$18.57	\$19.16
Year 2	\$17.40	\$17.95	\$18.50	\$19.07	\$19.66
Year 3	\$17.90	\$18.45	\$19.00	\$19.57	\$20.16

Newly hired employees shall receive one dollar (\$1) per hour less in the first year of employment.

Newly hired employees shall receive fifty cents (\$0.50) per hour less in the second year of employment.

The Board reserves the right to start new hires at a rate higher than indicated. However, the starting salary/wage will not be higher than the highest salary/wage in that classification.

Employees working beyond their normal work year in the summer months (after the last day of school and prior to the first date of school) will be paid at the following rates:

1. During the 2024-2025 school year: fifteen dollars (\$15) per hour.
2. During the 2025-2026 school year: fifteen dollars and twenty-five cents (\$15.25) per hour.
3. During the 2026-2027 school year: fifteen dollars and fifty cents (\$15.50) per hour.
4. During the 2027-2028 school year: fifteen dollars and seventy-five cents (\$15.75) per hour.

APPENDIX "B" – GRIEVANCE FORM

GRIEVANCE REPORT

(Type or print information, filling in all blanks.)

Grievant Name: _____

Grievance Number: _____

Building: _____

Date Filed: _____

Supervisor: _____

Step 1

An aggrieved party shall within five (5) days of the time when the individual, individuals, had knowledge of, or should have known of the grievance, if not resolved through the informal investigatory step, shall file a grievance. He/She shall fill out three (3) copies of the grievance form, giving one (1) to his/her principal or first level of supervision and one (1) to the Association. The principal or first level of supervision shall, within five (5) days after receipt of the complaint, meet with the aggrieved party in an attempt to resolve the grievance.

The principal or first level supervisor shall render a decision within five (5) days after his/her conference with the aggrieved party and shall communicate his/her decision to the aggrieved party in writing.

Date Cause of Grievance Occurred: _____

Contract Provision(s) Violated: _____

Statement of Grievance:

Relief Sought:

Signature

Date

Step 1 (cont.)

Date Received: _____ By Whom (Supervisor): _____

Conference Request Date: _____ Conference Held Date: _____

Disposition by Supervisor:

Signature

Date

Position of Grievant and/or Association:

Signature

Date

Step 2

The aggrieved party, should he/she fail to obtain redress on Level One, shall within five (5) days after receiving the decision of his/her principal or first level supervisor, inform the Superintendent of his/her grievance in writing and name his/her representative, if any. The aggrieved party shall also inform the Association of his/her decision to carry his/her grievance to Level Two.

The Superintendent shall, within ten (10) days after receipt of the complaint, meet with the aggrieved party to hear his/her grievance. He/she shall inform the aggrieved party and the Association of his/her decision, in writing, within five (5) days after the date of the hearing and shall give his/her reasons for same.

Date Received by Superintendent or Designee: _____

Conference Held Date: _____

Disposition by Superintendent or Designee: _____

Signature

Date

Position of Grievant and/or Association:

Signature

Date

Step 3

If the grievance cannot be resolved on Level Two, the aggrieved party may then have recourse to the Board of School Directors. He/she shall make his/her request for a hearing, in writing, giving his/her reasons for wanting the hearing. He/she shall do this within ten (10) days after receiving the decision of the Superintendent. The Board shall hear the grievance within twenty-five (25) days after the receipt of said request and shall render its decision, in writing, within ten (10) days after the hearing. The Association will resume control of the grievance at the completion of Level Three.

Date Received by Board of Education: _____

Disposition by Board:

Signature

Date

Position of Grievant and/or Association:

Signature

Date

Step 4

If, for any reason, no satisfactory resolution of the grievance can be reached on Level Three, the local association may, with the authority of the grievant, within fifteen (15) days after return of the decision of the Board, submit the grievance to arbitration and notify the other party of this intent. The Arbitration hearing shall be held at the next date mutually agreeable to all parties.

Date Submitted to Arbitration: _____

Signature

Date

Step 5

The arbitrator shall declare his/her decision, in writing, and shall set forth the reasons for his/her conclusions.

This arbitration shall be binding upon both parties in accordance with the laws of the Commonwealth of Pennsylvania.

Any cost incident to this arbitration shall be borne equally by the Association and the Board.

Disposition and Award of Arbitrator:

Signature

Date

APPENDIX "C" – DUES DEDUCTION AUTHORIZATION FORM

I hereby authorize the Payroll Specialist of the Connellsville Area School District to deduct employee's association dues (CAESPA, PSEA, NEA) from my paychecks as agreed upon between the Connellsville Area School District and the Connellsville Area ESPA. This authorization shall be valid on a year-to-year basis while I remain in the Connellsville Area School District unless I notify the Connellsville Area ESPA officers and the Payroll Specialist in writing that this authorization is revoked. Such notice must be given between the opening date of school in September and October 1st in the school year during which the revocation is to take effect.

Signed _____

Typed or Printed _____

Date _____

The use of this form is in no way intended to alter the requirements of Article III, Section 301, Subsection (18) of the Public Employees Relation Act 195, which mandates "...that all employes who have joined an employe organization or who join the employe organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employe or employes may resign from such employe organization during a period of fifteen days prior to the expiration of any such agreement."

It is further understood that the authorization referred to above merely authorizes the Connellsville Area School District to withhold and forward dues to the Connellsville Area ESPA until such time as the Connellsville Area School District is directed to cease taking deductions as explained in the referred to authorization.

APPENDIX "D" – FID MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into between CONNELLSVILLE AREA SCHOOL DISTRICT (hereinafter referred to as "School District"),

A
N
D

CONNELLSVILLE AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (hereinafter referred to as "Association"),

WITNESSETH:

WHEREAS, the Association is the exclusive representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification of Representative at Case No. PERA-R-998-W and any clarifications and amendments thereto; and,

WHEREAS, the District and the Association are parties to a collective bargaining agreement (CBA) effective July 1, 2019 through and including June 30, 2024; and,

WHEREAS, both parties recognize the uniqueness of remote education and wish to ensure the health and welfare of students and staff while collaboratively enacting optimal instructional and learning conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Flexible Instruction Days (FID) will be characterized by two separate categories, as follows:
 - a. Category I
 - i. Road Conditions (Ice/Snow, Other Acts of Nature)
 - b. Category II
 - ii. "Other" (Extreme Cold Temperatures, Technical, Maintenance, Acts of Nature, Tragedies, Election Days, Power/Water/Internet, Etc.)
2. The District and its designee, in the event of an issue impacting operations of the district or a building requiring application of the "MOU", reserve the right to determine the instructional model/day: FID Category I - teachers work remotely; FID Category II - teachers report; two hour-delay; cancellation, etc.

3. All CAESPA staff will adhere to the the applicable schedule relative to *FID Day Category I* or *FID Day Category II*:

<u>Position</u>	<u>FID Day Category I</u>	<u>FID Day Category II</u>
12-Month Secretaries	Report on time	Report on time
<12 Month Secretaries	Follow 2-Hour Delay	Report on time
Office Clerk	Follow 2-Hour Delay	Report on time
Part-time Office Clerk	Follow 2-Hour Delay	Report on time
Health Room Assistant(LPN)	Follow 2-Hour Delay	Report on time
Truant Officers	Follow 2-Hour Delay	Report on time
Library Clerks	Follow 2-Hour Delay	Report on time
Monitors	Follow 2-Hour Delay	Report on time
PCA & Classroom Aides**	Follow 2-Hour Delay	Report on time

4. Employees will be given the opportunity to report to work one (1) hour prior to the delayed start time of school, when a two (2) hour delay is in effect, due to FID Day Category I.
5. On FID Day Category I days, personal care and classroom aides, specifically those job categories who work directly with students during instruction and help facilitate and document IEP goals progress, may work remotely and must be active in the remote classroom throughout their workdays. Expectations for duties will be as assigned by the Director of Special Education. Attendance for remote work will be recorded via google form. The link to the google form will be emailed and also posted under "Staff" on the CASD website prior to start time on the FID day. It is the responsibility of the employee to complete the google form at the beginning of their work day, or the employee will be considered absent for that day.
- a. If these individuals are unable to work remotely, for any reason, they must report or utilize the leave days afforded to them in the collective bargaining agreement. Such reasons may include, but not be limited to: employee did not take home the necessary equipment from work the day before, employee does not have internet access at home, user difficulties with the technology, among other things.

6. Except as expressly set forth herein, under no circumstances is this Memorandum of Understanding to be construed in any manner as impacting, altering, amending, or otherwise modifying the parties' collective bargaining agreement. The parties continue to maintain their respective rights and obligations under the collective bargaining agreement.
7. This Memorandum of Understanding embodies the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings, and agreements, proposed or otherwise, written or oral, concerning the subject matters hereof.
8. This Memorandum of Understanding shall be enforceable through the grievance procedure in the collective bargaining agreement between the District and the Association. Any disagreement over the interpretation or application of this Agreement shall be subject to the grievance procedure set forth in the collective bargaining agreement between the District and the Association.
9. By signing this Memorandum of Understanding, the parties hereto acknowledge that they understand this Memorandum of Understanding and enter into it voluntarily.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year set forth below.

ATTEST:

CONNELLSVILLE AREA SCHOOL DISTRICT



By: 

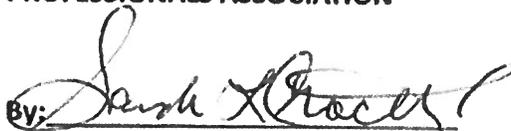
Date: 2/5/24

Title: CASD School Board President

WITNESS:

CONNELLSVILLE AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION



By: 

Date: 2-2-2024

Title: CAESPA President

APPENDIX "E" - LTS MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into between **CONNELLSVILLE AREA SCHOOL DISTRICT** (hereinafter referred to as "School District"),

A

N

D

CONNELLSVILLE AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (hereinafter referred to as "Association"),

WITNESSETH:

WHEREAS, the Association is the exclusive representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification of Representative at Case No. PERA-R-998-W and any clarifications and amendments thereto; and,

WHEREAS, the District and the Association are parties to a collective bargaining agreement effective July 1, 2015 through and including June 30, 2019; and,

WHEREAS, the District is having difficulty filling in aide positions with substitute coverage when employees are absent from work; and,

WHEREAS, the Association understands and agrees that there is a substitute coverage issue; and,

WHEREAS, the parties met and considered potential solutions to the concern.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. When a new opening occurs after the start of the school year, but prior to the end of the first semester of the school year, the District will hire a qualified individual of their choosing.

DDJ
KH *DK*

2. The individual hired will have served a thirty (30) work day probation prior to being hired..
3. Once hired, these thirty (30) work days shall count toward the sixty ~~(60)~~ days of probation as: *Amend to 90 days as per most recent CBA 7/1/24-6/30/24* defined in Article XIX, Rights of Employees, item "A" Just Cause.
4. Should the position continue to exist for the next school year, it will be bid internally for the next school year.
5. Should the position be eliminated at the conclusion of the school year, the process for furlough and recall will apply as defined in Article XIX, Rights of Employees, item "B" Seniority.
6. Should the position be eliminated during the school year in which the employee is newly hired, he or she will be transferred into an open position, or serve as a day-to-day super substitute with daily placement to be determined by the District.
7. When a new opening occurs after the end of the first semester of the school year, the District will place a qualified individual into a long-term position.
8. After having served thirty (30) work days, on the thirty-first (31st) work day, the long-term individual's pay shall increase by one dollar (\$1.00) per hour for the remainder of the term he or she shall serve.
9. After having served forty-five (45) work days, on the forty-sixth (46th) work day, the long-term individual shall receive one day of paid sick leave, and, after having served seventy-five (75) work days, on the seventy-sixth (76th) work day, the long-term individual shall receive another one day of paid sick leave.
10. This agreement also intends to grandfather in the time already served by individuals currently working in the 2017-2018 school year.
11. Except as expressly set forth herein, under no circumstances is this Memorandum of Understanding to be construed in any manner as impacting, altering, amending, or otherwise modifying the parties' collective bargaining agreement. The parties continue to maintain their respective rights and obligations under the collective bargaining agreement.
12. This Memorandum of Understanding embodies the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings, and agreements, proposed or otherwise, written or oral, concerning the subject matters hereof.
13. This Memorandum of Understanding shall be enforceable through the grievance procedure in the parties' collective bargaining agreement. Any disagreement over the interpretation or application of this Memorandum of Understanding shall be subject to the grievance procedure set forth in the parties' collective bargaining agreement.

14. By signing this Memorandum of Understanding, the parties hereto acknowledge that they understand this Memorandum of Understanding and enter into it voluntarily and that there are no written or oral understandings or agreements that are not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year set forth below.

ATTEST:

CONNELLSVILLE AREA SCHOOL
DISTRICT



By: Paul K. Haselton

Date: 11/13/17

Title: Board Vice President

WITNESS:

CONNELLSVILLE AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION



By: Margaret A. Rockwell

Date: 11/7/17

Title: CAESPA President