

# **PLEASANT VALLEY SCHOOL DISTRICT**

## **COLLECTIVE BARGAINING AGREEMENT**

**FOR THE**

**PLEASANT VALLEY EDUCATIONAL SUPPORT PROFESSIONALS' ASSOCIATION,  
ESPA, PSEA, NEA**

**July 1, 2018 through June 30, 2021**



*Effective from July 1, 2018 through and including June 30, 2021*

The Pleasant Valley School District will not discriminate in its educational programs, activities, or employment practices, based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, or any other legally protected classification.

For information regarding civil rights or grievance procedures, contact the Title IX/Section 504 Coordinator at Pleasant Valley School District Administration Building, Rte. 115, Brodheadsville, PA 18322. Telephone: 570-402-1000, ext. 1209.

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**PLEASANT VALLEY SCHOOL DISTRICT**  
**Brodheads ville, Pennsylvania 18322**

**PREAMBLE**

**THIS AGREEMENT**, entered into this 14<sup>th</sup> day of December 2018 by and between the Pleasant Valley School Board, herein called the “*Board*,” the Pleasant Valley School District, herein called the “*School District*” and the Pleasant Valley Educational Support Professionals Association/ESPA/PSEA/NEA, herein called the “*Association*.”

**WITNESSETH**

**WHEREAS**, the parties have reached certain understanding which they desire to confirm in this Agreement.

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

**ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment in accordance with the provisions of Act 195 and Act 88 of 1992, for personnel employed by the Board as regular **custodians, maintenance technicians, secretaries, bookkeepers, couriers, paraprofessional associates (PPA), food service employees, monitors, information systems technicians (IS Tech), student information data specialist (SIDS), and health room technicians (HRT)** and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act.

**ARTICLE II - DEFINITIONS**

**1. Full-Time**

Any employee who averages six (6) hours or more daily will be considered a full-time employee. Employees hired prior to July 1, 2015 and classified as Full-time employees will remain in that status.

**2. Part-Time**

Part-time employees hired July 1, 2015 or later shall be defined as those averaging less than thirty (30) hours per week.

**3. Regular**

Any employee who is employed on a regularly-scheduled work day, regardless of the number of hours worked. The regular work week shall not exceed forty (40) hours for any employee unless prior approval is received from their direct supervisor, Business Manager, Assistant to the Superintendent, Director of Human Resources, or Superintendent.

## ARTICLE III - GRIEVANCE PROCEDURE

### 1. Definition

A 'grievance' is an alleged violation of the terms and conditions of this Agreement, or is an alleged misinterpretation or misapplication of one (1) or more sections of the language of this Agreement.

- Level 1: Immediate Supervisor:** In the event an employee believes he/she is aggrieved, an informal conference between the employee and the employee's immediate supervisor shall be held within twenty (20) work days after the occurrence of the misunderstanding or within twenty (20) work days after the Association officially becomes aware of the misunderstanding, with the hope of resolving the matter informally.
- Level 2: Superintendent:** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within five (5) work days after the informal conference, he/she may file the grievance in writing with PVESPA's designated representative within ten (10) work days after the decision at Level 1 or fifteen (15) work days after the informal conference, whichever is sooner. Within five (5) work days after receiving the written grievance, the grievance shall be referred to the Superintendent of Schools.
- Level 3: Board of Education:** If the action in Level 2 above fails to resolve the grievance or no decision is rendered by the Superintendent within five (5) work days, then the grievance shall be referred to the Board of Education at the next Board meeting unless the next board meeting is within five (5) calendar days, in which case the grievance may be submitted to the Board at the following Board meeting. The Board shall reply to the grievance within three (3) work days following the subsequent Board meeting to which the grievance was submitted for review.
- Level 4: Binding Arbitration:** If the action in Level 3 above fails to resolve the grievance to the satisfaction of the Association, the Association may refer the grievance to binding arbitration as provided under the voluntary rules and regulations of the Pennsylvania Bureau of Mediation, within fifteen (15) work days of receipt of the Board's reply.

The following procedure shall be used to secure the services of an arbitrator:

Notification of submitting a grievance shall be forwarded to the Bureau of Mediation. The Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one name remains. The Board shall strike the first name. The person remaining shall be the arbitrator and the arbitrator shall afford the parties a full hearing.

The arbitrator shall limit himself/herself to the interpretation of the Agreement and shall not add to, nor subtract, anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing at level two. The Association may process such a grievance through all levels of the grievance procedure.

When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present, and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of the decision rendered by the Superintendent and the Board.

After a grievance has been submitted for arbitration and both parties have agreed to a hearing session, any expense incurred by withdrawal of the grievance by either party shall be borne by the withdrawing party, unless both parties agree to withdrawal. In the case of mutual agreement of withdrawal, the expense of the hearing shall be borne equally between the parties.

## **2. General Grievance Regulations**

- A. Meeting and/or hearings connected with the grievance processes shall not be open to the public.
- B. Time limits—Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual written agreement.
- C. Every employee shall be assured of unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
- D. A grievance may be withdrawn at any level without prejudice of record and cannot be reopened.
- E. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.



## ARTICLE IV – WAGES and HOURS

### 1. Wage Rates & Salaries

- i. Wage rates for all support professionals are set forth in Appendix A.
- ii. Paraprofessional Associates/Health Room Technicians/Food Service  
All salaries will be calculated on an annualized basis with the first equal salary to occur on the first payday following the opening of school and every two (2) weeks thereafter through the remainder of the contract year.
  - a) Any PPA hired after the ninety seventh (97<sup>th</sup>) workday shall be permitted to elect whether that PPA desires the District to calculate his/her salary based on twelve (12) month distribution or ten (10) month distribution first year only.

### 2. Work Year/Work Day/Work Hours

#### i. **Food Service Employee**

The basic work year shall be defined as those days when lunches are served. The starting and quitting times shall be designated by the immediate supervisor.

##### a) Required Staff Meetings

- Food service employees required to attend staff meetings shall be given at least one (1) week advance notice of said meeting, except for emergency or urgent reasons.

#### ii. **Custodian/Maintenance Technician/Information Systems Technician/Student Information Data Specialist**

The basic work year shall be fifty-two (52) weeks or two hundred sixty (260) days or two thousand eighty (2,080) hours, forty (40) hours of compensable time per week at straight time pay. The normal work day will be an eight and one-half (8.5) hour day for a full-time employee, which includes a thirty (30) minute unpaid lunch break. The starting and quitting times shall be designated by the immediate supervisor.

##### a) **Shifts/Differentials**

- Employees who work a majority (50% or more) of their hours in the second shift shall receive a differential of forty-five cents (\$.45) per hour for the life of this agreement.
- Second shift is defined as eight and one-half (8.5) consecutive hours between 2:30 p.m. and 12:00 a.m.
- Those who work 50% or more of their hours in the third shift shall receive a differential of fifty-five cents (\$.55) per hour for the life of this agreement.
- Third shift is defined as eight and one-half (8.5) consecutive hours between 10:30 p.m. and 8:00 a.m.
- Custodial employees regularly assigned to second and/or third shift will continue to receive the differential during times when they are asked or required to temporarily work a different shift.

#### iii. **Paraprofessional Associate (PPA) / Health Room Technician (HRT)**

PPAs and HRTs will work the same number of days as the professional teaching staff. The normal workday is defined as seven and one-half hours (7.5) per day,

which will include a thirty (30) minute duty free lunch which may be off site. The School District will attempt to schedule an employee's lunch period during cafeteria serving hours. The starting and quitting times shall be designated by the immediate supervisor. Part-time designation hours will be at the discretion of the administration.

#### **iv. Secretary / Bookkeeper**

A secretary/bookkeeper is employed on a twelve (12) month basis. The basic work year shall be fifty-two (52) weeks or two hundred sixty (260) days. During school days, all secretaries and bookkeepers shall report to work for thirty-five (35) hours and fifty (50) minutes per week. The starting and quitting times shall be designated by the immediate supervisor.

During the summer months, the working hours shall be a uniform thirty-two and one-half (32.5) hours per week.

Part-time designation hours will be at the discretion of the administration.

There will be only one part-time position per classification listed in "iv." Current employees who are hired into one of the positions listed in "iv." will maintain their step on the salary scale.

##### **a) Secretaries**

- Full-Time secretaries assigned as Director of Operations, Director of Pupil Services, Director of Technology, Secretary to Assistant Superintendent(s), or Assistant to the Superintendent(s), Special Education Supervisor(s), School District Reading and/or Math Supervisor(s), School District Technology Coordinator(s), Director(s) of Food Services, Director(s) of Buildings and Grounds, Custodial/Maintenance-Supervisor(s), and the District Office Receptionist shall be given the title of "Administrative Secretary."
- All other secretaries shall be classified as "Building Secretaries."

#### **v. Monitor**

The basic work year shall be defined as those days when school is in session for students plus up to five (5) in-service days which includes the mandatory "Staff Opening Day" in-service.

- Monitors may be required to work during scheduled parent-teacher conferences or other school functions that fall within the school day, as determined by the principal/designee.
- The basic work day shall be less than four (4) hours per day. The starting and quitting times shall be designated by the immediate supervisor.

#### **vi. Courier**

The basic work year shall be fifty-two (52) weeks or two hundred sixty (260) days. The work day will be defined as five and three quarter hours per day for a total of

28.75 hours per week at straight time pay. The work day will include a thirty (30) minute unpaid lunch break. The starting and quitting times shall be designated by the immediate supervisor.

### 3. Work Clothing

#### i. **Food Service Employee/Custodian/Courier/Maintenance Technician**

The School District shall purchase “uniform” shirts. Each full or part-time employee shall be given five (5) “uniform” shirts, each identifying the employee’s work classification. These “uniform” shirts must be worn each day the employee is on duty. Each employee is responsible to keep their “uniform” shirts clean and in good repair, less normal wear. The School District will provide replacement “uniform” shirts when necessary. All School District-issued “uniform” shirts shall be returned to the School District, in good condition, at the time of separation from employment or reassignment into a different job classification.

a) **Food Service Employee** - In addition to the five (5) “uniform” shirts, the School District will reimburse each regular employee the sum of one hundred fifty dollars (\$150.00) per contract year for the purchase of white or royal blue uniform pants and/or shoes. Reimbursement of this allowance shall be made after ninety (90) days of satisfactory service for employees hired September 1, 2008 and later.

b) **Maintenance Technician** - In addition, the School District shall reimburse each full time employee the amount of one hundred fifty dollars (\$150.00) per contract year for the purchase of safety shoes and/or pants. Reimbursement of the safety shoes and/or pants allowance shall be made after ninety (90) days of satisfactory service for employees hired September 1, 2008 and later. Work clothes that will be eligible for reimbursement will be industrial work shoes (heavy duty, protective shoes such as leather work boots, steel-toed shoes, etc.) and/or pants. Other items will be not reimbursable.

c) **Custodial Employee** - In addition to the five (5) “uniform” shirts, the School District will reimburse each regular employee one hundred fifty dollars (\$150.00) per contract year for the purchase of pants and/or shoes. Reimbursement of this allowance shall be made after ninety (90) days of satisfactory service for employees hired September 1, 2008 and later.

ii. **Monitor** - The School District shall purchase vests or smocks for employees classified as monitors. Each regularly scheduled employee shall be given two (2) vests or smocks. These vests or smocks must be worn each day the employee is on duty. Each employee is responsible to keep their vests or smocks clean and in good repair, less normal wear. The School District will provide replacement vests or smocks when necessary. All School District-issued vests or smocks shall be returned to the School District, in good condition, at the time of separation from employment or reassignment into a different job classification.

#### **4. Extra Hours/Overtime Guidelines**

##### **i. Food Service Employee –**

- a) Employees will be paid straight time up to eight (8) contiguous hours per scheduled work day. Employees will be paid one and one-half (1.5) times their hourly rate if asked to come back to work to prepare for special functions and will be guaranteed a minimum of one (1) hour for the special function. Employees must clock out from their regular shift and clock back in for the special event
- b) Food service employees scheduled to work on Saturday or Sunday shall be paid at the rate of one and one-half (1.5) times their appropriate straight time rate.

##### **ii. Custodian/Maintenance Technician/Courier –**

- a) All time worked in excess of compensable time over forty (40) hours weekly, shall be one and one-half (1.5) times the employees' appropriate rate. These overtime hours must be approved by the employee's immediate supervisor and/or School District administration in advance of working the additional hours.
- b) Call-ins and Building Checks - An employee who is called in to work outside his/her regular work hours, including building checks, shall be guaranteed a minimum of two (2) hours straight time pay or shall be paid at time and a half (1.5) rate for all hours worked, whichever is greater.
- c) Overtime shall be calculated for hours in excess of forty (40) per work week (Sunday through Saturday).
- d) Authority to approve overtime usage will be limited to each building's head custodian or head of maintenance, as applicable, and/or School District administration. No overtime shall be worked without prior approval. In extenuating circumstances, there shall be a limit of one (1) hour of overtime without prior approval. It will be the employee's responsibility to contact the appropriate supervisor to explain the circumstances.
- e) Available overtime work shall be offered to employees involved (within the building for custodians) in continuing rotation on the basis of seniority. Each employee shall be selected in turn according to his/her place on the seniority list by rotation, provided that the employee whose turn it is to work is without work restrictions to perform the specific work required as determined by the head custodian or head of maintenance, as applicable, and/or School District administration. A maintenance technician whose turn it is to work must also possess the qualifications, training and ability.
- f) Deviations from rotation shall only be made in the situations outlined below.
  - a. Situations where the safety of persons is jeopardized, serious damage to School District property is imminent and/or delivery of pupil services is at stake.
  - b. Employee call-offs within two (2) hours of their scheduled shift will enable the School District to bypass the rotation and managerially assign any available employee to work the overtime as determined by the head custodian and/or district administration.
  - c. An employee requesting to be skipped, when it becomes his/her turn to work overtime, shall not be rescheduled for overtime work until

his/her name is reached again in orderly sequence and an appropriate notation shall be made on the overtime rotation roster.

- d. Employees who are on vacation, sick, personal or other approved leaves of absence when it becomes his/her turn to work overtime may not be considered to work or be scheduled for overtime work until they have returned to active duty and his/her name is reached again in orderly sequence, as determined by the head custodian and/or School District administration.
- e. Work in progress (defined as an employee in the process of performing an assigned task) may be completed by the employee performing the task at the time a determination is made by the head custodian and/or School District administration that overtime will be required to finish said task.
- f. In the event a deviation to the rotation is taken in an unforeseen or emergency situation and an employee for whom overtime was awarded is not next in the overtime rotation list, the employee worked shall maintain their sequence in rotation.
- g. In the event an available employee is inadvertently skipped when available overtime is distributed, the employee skipped shall be allowed to work any available occurrence of overtime during the next two (2) weeks. The employee shall remain eligible when his/her name is reached again in orderly sequence of rotation. An appropriate notation shall be made on the overtime rotation roster.

### **iii. Custodian**

- a) A record of each employee's name who has worked overtime shall be updated on a bi-weekly basis in conjunction with the School District's current pay period and shall be posted at each work location.
- b) Any building opened for any reason will be manned by one (1) custodian as assigned or selected by the head custodian.
- c) If workload exceeds manpower, custodians from other buildings may be called for overtime. This situation will operate under the area of an exception to the rotation rule.

### **iv. Substitutes for Head Cook/Head Custodian/Head Maintenance**

Employees who are designated by the appropriate supervisor to substitute for head cooks, head custodians and head maintenance positions shall receive the same salary increment as the head cook/head custodian/head maintenance (as set forth in **Appendix A**) during such replacement period

Additionally, should the employee work in that substitute capacity for 45 consecutive days or more he/she shall, effective with the 46<sup>th</sup> day be entitled to receive medical benefits set forth in Article VI, section 1(A). The consecutive days will not be interrupted if the employee is absent due to illness for five (5) days or less and provides a doctor's note for each absence. Until such time as the employee becomes eligible to receive the benefits referenced above he/she shall maintain the medical benefits, if any, he/she had in the position from which he/she came.

## **5. School Cancellation / Delay / Inclement Weather**

**i. Food Service Employees / Monitors**

- a) Individuals arriving to work only to have school cancelled/dismissed early, shall be guaranteed a minimum of one (1) hour straight time pay.
- b) In the event that lunches are cancelled and staff are instructed not to come in:
  - i. A sick/personal day will not be granted.
  - ii. A pre-approved sick/personal day will be credited back to the employees account.

**ii. Secretary / Bookkeeper**

- a) On days of inclement weather when the student day is delayed, all secretaries and bookkeepers are expected to report on duty at their regularly scheduled work time or as soon as conditions allow.
- b) In the event school is closed due to inclement weather, they will have a two (2) hour delay in their reporting time
- c) Should weather conditions force them to be unable to report to work, they will have the option of taking a personal day, vacation day, or a pay deduct day.

**6. Credit and Tuition Reimbursement**

**1. Paraprofessional Associates, Secretary, Bookkeeper, Health Room Technician, Student Information Data Specialist, and Information Systems Technician**

- i. All full-time employees shall be entitled to credit reimbursement for graduate, undergraduate, or in-service courses up to the tuition rate of East Stroudsburg University\* to a maximum of six (6) credits per individual per contract year, provided that such credits were approved and registered one (1) week in advance with the Superintendent. All part-time employees shall be entitled to credit reimbursement for graduate, undergraduate, or in-service courses up to the tuition rate of East Stroudsburg University\* to a maximum of three (3) credits per individual per contract year, provided that such credits were approved and registered one (1) week in advance with the Superintendent. Correspondence/video courses will not be reimbursed. Distance learning courses approved by the Superintendent will be reimbursed up to the tuition rate of East Stroudsburg University. The credits will be of benefit to the employee’s current position as determined by the Superintendent. Any tuition paid by the employee in excess of the tuition rate of East Stroudsburg University shall be the sole expense of the employee.

Credit reimbursement will be made within forty-five (45) days of appropriate documentation being provided to the Business Office. Documentation shall include receipt and grade report which must be submitted to the Superintendent’s office for verification. To receive reimbursement, the employee must receive a grade of “B” or better.

- a) An employee must remain in the School District for thirty-six (36) months following reimbursement, otherwise the cost of reimbursement will be returned to the School District. In the event the employee terminates his/her employment prior to the thirty-six (36) month period, the re-payment will be prorated as follows:

<b>Period of Time <i>Between</i> School District Reimbursement and Termination of Employment</b>	<b>Amount of Repayment</b>
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Less than twelve (12) months.	Full
Greater than or equal to twelve (12) months, but less than twenty- four (24) months.	Two-Thirds
Greater than or equal to twenty- four (24) months, but less than thirty- six (36) months.	One-Third
Greater than or equal to thirty- six (36) months.	Zero

d) Payment in full must be made within twelve (12) months of leaving the School District’s employment. If legal action must be taken by the School District to secure repayment, all costs associated with the legal filing will be added to the amount that must be repaid.

\*If tuition costs increase to a rate greater than four hundred dollars (\$400)/credit, the Association and Board agree to meet and discuss this item.

## ARTICLE V - HOLIDAYS AND VACATIONS

### 1. **Holidays**

A. The holiday schedule for all regular employees shall be as follows:

1. Labor Day\*\*
2. Thanksgiving Day\*
3. Day after Thanksgiving\*
4. Monday after Thanksgiving\*
5. Day before Christmas\*
6. Christmas Day\*
7. Day before New Year’s Day\*
8. New Year’s Day\*
9. Good Friday\*
10. Memorial Day\*
11. Independence Day

*\* ten month employees*

*\*\* Labor Day will be a paid holiday for ten (10)-month employees only if it falls after the first report day/duty day of the school year.*

- B. The Monday after Thanksgiving may be used as a “floating holiday” should inclement weather or other emergency force schools to be closed before the Thanksgiving break.
- C. The floating holiday must be used within the current contract year.
- D. Remuneration for paid holidays will be calculated using the regular full day’s hours worked by the regular employee during the pay period, which includes said holiday.
  - a. Substitute employees are not eligible for paid holidays.
  - b. Employees must be in a paid status both the workday before and the workday after the holiday in order to receive holiday pay.
    2. Emergency school closings the day before or after a holiday does not extend the holiday in regard to the holiday pay calculation.
      - a. If an individual is out sick the day before and/or after a holiday and they do not provide a doctors’ note, they do not receive holiday pay.
- E. If an employee works on a paid holiday, he/she shall be paid time and one-half (1.5) for the hours worked in addition to holiday pay. The holiday starts at 12:01 a.m.

- F. Secretaries/Bookkeepers/Computer Technician/Student Data Information Specialist (SDIS)
- a. All secretaries/bookkeepers/computer technicians/SDIS shall be required to work a minimum of two (2) days during the spring and winter recesses. Work days shall be as scheduled by the supervisor
  - b. Employee may use a personal, vacation, or comp day to satisfy this requirement.
  - c. A sick day may be used with a doctor's note or other medical documentation.

2. **Vacations**

- A. All twelve (12)-month employees shall be given vacation days based on the following schedule:

BEGINNING WITH	UNTIL COMPLETION OF	ENTITLEMENT
1 month	1 <sup>st</sup> year	1 day for each calendar month to a maximum of 10 days
1 <sup>st</sup> year	7 <sup>th</sup> years	10 days
8 <sup>th</sup> year	14 <sup>th</sup> years	15 days
15 <sup>th</sup> year	End of Employment	20 days

- B. A maximum of ten (10) unused annual vacation entitlement days may be carried forward. These shall be the employee's vacation bank at the end of the contract year. At no time may more than ten (10) days accumulate in the employee's vacation bank. The Superintendent may authorize an extension of vacation time usage beyond the contract year as warranted. Any unused vacation day over ten (10) days will be converted to sick days for the subsequent contract year.
- C. Vacation time may be requested by an employee at any time during the year, but will be scheduled by, and subject to advance approval by the employee's immediate supervisor in accordance with the needs of the School District as determined by the supervisor.
- D. Subsequent to the first year of employment, vacation day allotments are awarded at the beginning of the contract year.
1. If an employee should leave employment prior to the conclusion of the contract year, the total number of vacation days is prorated based on the following
    - a. # of work days in the contract year divided by the number of vacation days received = A.
    - b. The number of days not worked in the contract year = B
    - c. B divided by A = # days employee has not earned.
  2. If this person has used all days awarded, then he/she must reimburse the school district for the days that were not earned.
  3. An employee, who resigns or retires will receive per diem compensation for earned unused vacation days.
  4. Upon the death of an employee, the beneficiary of said employee will receive the per diem compensation for earned, unused vacation days.



- E. All employees may receive their vacation pay the payday before the start of vacation if requested at least two (2) weeks in advance of the intended vacation.

**ARTICLE VI -- EMPLOYEE BENEFITS**

**1. Hospitalization, Health, and Dental Insurance (“HHDI”)**

A. Health Insurance

The Board shall pay the full cost for the purchase of HHDI for all full-time employees and their dependents, subject to an employee contribution toward the cost of the plan. Full-time shall be defined as follows: Food service employees – Thirty (30) hours or more per week; All Other Employees – Thirty-five and one half (35.5) hours or more per week. These benefits shall be in accordance with the Plan Documents.

**Deductible: In-network**

2018 - 2019	2019 - 2020	2020 - 2021
\$200.00 single	\$200.00 single	\$200.00 single
\$400.00 family	\$400.00 family	\$400.00 family

**Deductible: Out of network**

2018-2019	2019-2020	2020-2021
\$1000.00 single	\$1000.00 single	\$1000.00 single
\$2,000.00 family	\$2000.00 family	\$2000.00 family

**Co-Insurance: In-network (10% up to maximum listed)**

2018-2019	2019-2020	2020-2021
\$300.00 single	\$300.00 single	\$300.00 single
\$600.00 family	\$600.00 family	\$600.00 family

**Co-Insurance: Out of network (30% up to maximum listed)**

2018-2019	2019-2020	2020-2021
\$2000.00 single	\$2000.00 single	\$2000.00 single
\$4000.00 family	\$4000.00 family	\$4000.00 family

- a. All Healthcare changes will be implemented on March 1, 2019.
- b. 2019 deductibles and 2019 co-insurance out of pocket maximums will be effective March 1, 2019. Deductibles and coinsurance expenses incurred from January 1, 2019 until February 28, 2019 will be credited to the employee, however there shall be no retroactive reimbursement of deductible payments or coinsurance payments in 2019.
- c. Deductibles and Coinsurance out of pocket payments are on a calendar basis. (Jan 1 through Dec 31)

**Employee Contribution:** \$10.00 / pay

**Spousal Eligibility Rule:**\$37.50/month

- If a spouse is eligible for health insurance coverage through his/her own employer, there will be a cost of thirty-seven dollars and fifty cents per month to keep the spouse on the PVSD plan.
- If the spouse is not eligible for insurance through his/her own employer, the spouse will remain on the PVSD plan at no additional cost.

**Information:**

Office Visit – Primary:	Twenty Dollars (\$20.00) per visit (unlimited)
Office Visit – Specialist:	Twenty five dollars (\$25.00) per visit (unlimited)
Urgent Care:	Thirty five dollars (\$35.00) per visit
Emergency Room:	One Hundred dollars (\$100.00) per visit { waived if admitted }
Prescription:	Retail 20% Min/Max Ten dollars (\$10.00)/ Thirty dollars (\$30.00) Mandatory Generic, Step Therapy & Quantity Limits apply Mail order is not required
Medical Equipment Cap	\$10,000.00
Occupational Therapy	45 visits
Physical Therapy	45 visits
Speech Therapy	45 visits

The PVSD will provide only a PPO plan as the health insurance coverage for new and current employees. All new employees or current employees who become eligible for health insurance coverage shall be offered enrollment in a PPO plan.

The PPO plan will follow any limits associated with the Affordable Care Act.

Effective March 11, 2010, only food service employees working at least twenty (20) hours, but less than thirty (30) hours, per week and receiving/purchasing HHDI will be permitted to continue coverage provided that the employee contributes twenty-five percent (25%) of the monthly premium plus twenty-five percent (25%) of the employee contribution referenced above. As of the date of ratification, any part-time food service employee not receiving/purchasing HHDI will not be permitted to do so in the future.

Effective March 11, 2010, only full-time food service employees whose hours are reduced by the School District for reasons other than discipline may continue HHDI, provided that the employee works at least twenty (20) hours per week and contributes twenty-five percent (25%) of the monthly premium plus twenty-five percent (25%) of employee contribution referenced above. That employee must notify the Business Office, in writing, within fifteen (15) calendar days of the notice of change of status that he or she will be purchasing benefits with a twenty-five percent (25%) contribution.

All food service employees receiving/purchasing HHDI must make timely payments by the first of each month that he or she is covered. Failure to make timely payments will result in the loss of coverage of HHDI. There will be no opportunity to re-enroll in the School District's HHDI with a twenty-five percent (25%) premium contribution.

Effective March 11, 2010, all new hires must meet the definition of full-time employee as defined *by law* in order receive HHDI.

An employee may, at his/her option, elect to withdraw from the aforementioned School District-provided coverage. This election must be made by September 1st and will continue for at least one (1) year, except in the event of loss of coverage through no fault of the employee. Such loss of coverage will permit the immediate re-enrollment for coverage under the School District's policy.

Eligible dependent children are covered to the age provided by law. Mentally retarded dependent children are eligible for medical care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

Employees who are eligible for superannuating pension benefits who have been employees of the School District for a minimum of twenty-five (25) years and who retire and receive a pension shall have the option of paying family coverage premiums to the School District and remain a member of the group through and including age sixty-five (65).

The Board shall have the right to secure an alternative underwriter providing that coverage is equivalent or better than that provided above for fewer premium dollars. If an alternative carrier is secured, there should be no provisions barring pre-existing conditions. If an alternative carrier is secured, the School District would agree to provide in-service sessions to explain the new carrier. Insurance provided in this section is outlined with specific coverage in a plan document which is available on the Employee Benefit Trust of Northeastern Pennsylvania website. This website is available through the School District's employee home page.

New employees who are eligible for HHDI may enroll for coverage upon the satisfactory completion of their ninety (90) day probationary period.

Any employee who is in unpaid status or who is suspended, with the exception of those times protected by State and/or Federal law, or has been approved extended unpaid bereavement leave, shall be responsible for a pro-rated share of the cost of the School District-paid benefits for each day they are in unpaid status. The employee who is in an unpaid status is required to reimburse the School District within thirty (30) days of the date of the last day of the unpaid leave. Failure to make such payment in full will result in the School District withholding the payment from the employee's immediately proceeding paycheck.

If an employee and his/her spouse are both employed by the School District, the district will not provide individual coverage for each employee. A two party or family coverage plan will be provided.

- B. Dental Insurance  
 Prepaid Dental Insurance – The Board shall pay the insurance premiums in each year of the contract for individual or family coverage as required in the Dental Insurance plan providing the following coverage:

<u>Dental Service</u>	<u>Paid By Patient Using Participating Providers</u>
Diagnostics	0%
Preventative	0%
Basic Restorative	0%
Oral Surgery	0%
Endodontics	0%
Periodontics	0%
Denture Repair	0%
Major Restorative	0%
Prosthodontics	0%
(maximum \$1,500 per person per contract year)	
Orthodontics (maximum \$1,200)	20%

Eligible dependent children are covered to age nineteen (19), unless they are students in a bona fide institution of higher education, in which case, eligibility is extended to the age of twenty-three (23). Mentally retarded dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

The Board shall have the right to secure an alternative underwriter, providing that coverage is equivalent to or better than that provided above for fewer premium dollars.

## 2. Life Insurance

- A. Grandfather Clause  
 Life Insurance “*Grandfather Clause*” - Current employees as of July 1, 1993, who work more than eighteen (18) hours per week but less than twenty-five (25) hours per week, will continue to receive the 1992-93 life insurance rate of \$25,000 for the life of this agreement.
- B. 25-Hour Per Week Employees  
 All **regular employees** working twenty-five (25) or more hours per week shall be provided a term life insurance policy paid by the Board in the amount of \$45,000 for the for the life of this contract.
- C. Less than 25-Hour Per Week Employees  
 All **regular employees** who work less than twenty-five (25) hours per week shall be provided a term life insurance policy paid by the Board in the amount of \$22,500 for the for the life of this contract.
- D. Unpaid Status

Any employee who is in unpaid status or who is suspended, with the exception of those times protected by State and/or Federal law or has been approved extended unpaid bereavement leave shall be responsible for a pro-rated share of the cost of the School District-paid benefits for each day they are in unpaid status. The employee who is in an unpaid status is required to reimburse the School District within thirty (30) days of the date of the last day of the unpaid leave. Failure to make such payment in full will result in the School District withholding the payment from the employee's immediate proceeding paycheck.

E. Unused Sick/Personal/Vacation Leave

Any unused accumulated sick/personal and vacation leave shall be paid to the beneficiary on the term life insurance policy upon the death of an employee.

## **ARTICLE VII - OTHER EMPLOYEE BENEFITS**

1. Sick/Personal Leave

All requests for sick and personal days shall be documented using the AESOP system.

2. Personal use of Vehicle/IRS Reimbursement Rate

Employees who are required to use their own means of transportation in the performance of their assigned duties will be reimbursed at the IRS rate adjusted each July 1, following the IRS enactment of any new rate.

3. Seniority

Seniority is defined as the length of continuous service from the date of the first day worked. Seniority shall not be interrupted by lay-off or furlough for two (2) years, provided the employee returns to work within five (5) work days of notification to return to work.

4. Lay-off/Furlough

In the event of a lay-off or furlough, the Board agrees to lay-off or furlough the employee(s) with the least seniority in that particular position/classification. A seniority list for full-time and part-time employees for furlough purposes only, will be maintained in the Human Resource Office.

Recall shall be in the inverse order of seniority within the particular position/classification, that is, the last employee laid-off shall be the first recalled to a vacant or new position within the position/classification.

5. Pay Period

Employees shall be paid every two (2) weeks on Friday. The bi-weekly payroll will be distributed by way of Direct Deposit to the employee's choice of up to 2 banks, accounts or the NEPA School Employees Federal Credit Union. On payday, an earnings statement which shows gross pay, taxes, other deductions and net pay will be provided via the school district employee portal.

6. Holiday Pay Period

If payday is a holiday, then the employee shall be paid the working day before.

7. Association Dues Deductions

Payroll deductions of monthly dues for the Pleasant Valley Educational Support Professionals' Association/ESPA/PSEA/NEA, with the written authorization of said employee, shall be forwarded to the duly authorized treasurer upon deduction.

8. Assignments/Transfers/Realignments

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different building or position shall be made in writing; one (1) copy of which shall be filed with the Superintendent; and one (1) copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. The Board and/or administration shall act upon such request within fifteen (15) days after receipt thereof, and shall either approve or disapprove request in accordance with the best interests and needs of the School District.

So far as possible, employees shall be given a ten (10) working day notice prior to reassignment or transfer.

Paraprofessional Transfers – Transfer of paraprofessionals regardless of seniority occurs if it is in the best interest of the student and meets the needs of the district established by the superintendent.

9. Vacancies

Whenever a vacancy arises or is anticipated, the Director of Human Resources shall promptly post notice of same (for no less than ten (10) days before the position is filled) and notify the Association. It is understood that should conditions warrant it, the vacancy may be filled on an interim basis prior to the expiration of the ten (10) day posting period. If an employee is not assigned to fill the vacancy, that employee shall have a right to appeal the refusal to his/her immediate supervisor with the final appeal to the Superintendent.

The Association agrees that the Board reserves the right to waive the ten (10) day posting period requirement for Paraprofessional Associates if the needs and the exigencies of the School District warrant it, with the understanding that the waiver does not prejudice consideration of applicants for that position. The existing practice of notifying the Association should continue throughout the duration of the contract.

10. Discharged/Suspended Employees

Discharged employees shall be offered an appropriate hearing before the Board who shall determine whether or not the employee has been discharged with proper cause. It shall be understood that the employee shall have no further contract rights after the Board hearing and that the decision of the Board is final. Discharged employees shall be afforded all rights and privileges provided by the laws of Pennsylvania and policies of the Board.

Employees will only be suspended without pay, providing the following occurs:

- A. An employee must be given a verbal warning of his/her breach of School District policy or Pennsylvania School Code.
- B. Should the employee violate this School District policy and/or Pennsylvania School Code again, the employee must be given a written communication. Said

communication shall be placed in the employee's file and be the basis of subsequent disciplinary action.

- C. Should the employee violate the aforementioned School District policy and/or Pennsylvania School Code a third time, the Board, in its sole discretion, may suspend the employee up to ten (10) days.
- D. Serious infractions of School District policy and/or Pennsylvania School Code may result in the immediate unpaid suspension of an employee for up to ten (10) days.

11. Probationary Period for New Employees

All new employees in the bargaining unit shall serve a probationary period of ninety (90) calendar days, during which they may be summarily dismissed by the School District without challenge. The Association may represent such probationary employees in handling grievances other than those relative to dismissal, but such grievance shall not be subject to arbitration.

The probationary period shall not include time served under part-time, temporary, or emergency or substitute appointments, nor time while the employee is absent from work.

12. Tax-Deferred Annuity

The Board will continue to afford employees the opportunity to have tax-deferred annuity deductions from their pay. These deductions shall be remitted to not more than four (4) companies or institutions selected by the Association (jointly by ESPA and PVEA) in writing, and the designated companies or institutions shall not be subject to change more than once per year with notice of such change or changes to be provided to the School District, in writing, not less than thirty (30) days prior to the beginning of the next school year. All such changes shall be effective as of the first payroll during the new school year.

Employees must designate, in writing, utilizing the School District required form, not less than ten (10) days prior to the commencement of the school year, the identity of the company or institution he/she has selected, together with the amount to be deducted.

13. Jury Duty

Any regular employee who is called and reports for service as a juror shall be paid by the School District for each day of service on which he/she otherwise would have worked, the amount of straight time hourly earnings (exclusive of overtime and any other premium) lost by him/her by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week.

In order to qualify for payment, an employee must:

- A. Notify his/her immediate supervisor no later than his/her first scheduled work shift after receipt of notice of his/her selection for jury duty.
- B. Furnish written statement from the appropriate public official showing the dates and times served and remit to the School District the amount of jury pay received.

14. Association Participation  
Any employee shall suffer no loss of pay when he/she participates during working hours in negotiations, grievance proceedings, conference or meetings, provided that attendance of such occasions is required by the School District.

15. Personnel Files  
No material detrimental to an employee's work history shall be placed in his/her personnel file before the employee has had an opportunity to review the material and copy it. The employee shall have the right to submit a written answer which shall be attached to the file copy.

The employee shall be requested to sign such material only to acknowledge its entry into the file and with no admission of agreement. Should the employee elect not to sign such document, such refusal shall be noted on the file before entering.

16. Professional Library  
The Board will expend a maximum of Five Hundred Dollars (500.00) School District-wide annually for the purchase of course work textbooks. This textbook reimbursement shall apply to those classifications granted tuition reimbursement (Secretaries, Bookkeepers, IS Technicians, Paraprofessional Associates, Health Room Technicians, SIDS). Such textbooks shall be housed in an accessible location on School District property. Members of eligible support professional staff who have completed course work may sell the textbooks to the School District. The School District will purchase said text assuming it is in usable form and is not a duplicate of earlier editions of the same text. These texts shall be available to members of the staff for subsequent course work.

17. Employees in Dual Assignments

Employees who work in more than one job classification shall not:

- A. Exceed a total of eight (8) hours in a day, or forty (40) hours in a week, except in an emergency, weather-related situation, or at the express direction from an administrator or supervisor.
- B. Adjust the workday schedule in order that the amount of hours worked in one job classification accommodate hours worked in another job classification, except at the express direction from an administrator or supervisor. This will not happen at the request of an employee. Example: If working hours increase in one classification, the work hours in another classification will not be reduced or flexed to accommodate the increase.
- C. In accordance with item 1 above, sick and personal days or any other type of absence day with pay, shall be afforded in the following manner:
  - a. These days shall be granted based upon each job classification of the employee of the CBA.

**Example #1:** the person who is employed as a full time cafeteria worker and part time monitor would receive ten (10) sick days in their cafeteria worker assignment and six (6) sick days in their monitor assignment.



**Example #2:** the person who is employed as a part-time cafeteria worker and part-time monitor would receive six (6) sick days in their cafeteria worker assignment and six (6) sick days in the monitor assignment.

- b. Accumulated absence days with pay cannot be transferred from one classification to another. As such, absence cards shall be issued for each job classification assignment and days absent from each job classification shall be recorded on the appropriate card.
- c. As long as the employee has available and is eligible to use sick and personal days for absences from work, the employee will not be deducted any pay.
- d. In the event that an employee resigns from one classification but remains employed in another, the following formula shall be used to determine pro-rated shares of sick and personal days:

Lower rate of pay divided by higher rate of pay is equal to “x” times the number of days remaining in the position the employee is giving up equals “y”. “Y” is added to the number of days remaining in the position the employee is keeping.

**Example:** A person is employed as a cafeteria worker at \$10.00 per hour and as a monitor at \$8.40 per hour. Based upon the language in 4a, the employee has accumulated eight (8) sick days in the cafeteria worker position and four (4) sick days in the monitor position. Because hours have been increased in the cafeteria worker position, the employee has decided to resign from the monitor position. The pro-ration of sick days would be as follows:

$$\begin{aligned} \$8.40/\$10.00 &= .84 \times 4 = 3.36 + 8 = 11.5 \text{ sick days} \\ &\text{(rounded) and carried to the cafeteria worker position} \end{aligned}$$

18. Work Week

The work week shall begin on Sunday, at 12:01 a.m. and shall end on Saturday, at 12:00 midnight.

19. Calculation of Value for Sick and Personal Days

The following parameters shall be utilized when calculating the value of sick and personal days for all support professional staff members:

- A. The basis of the calculation shall be in accordance with Article VIII of this Agreement.
- B. Calculations will be made using the employee’s regular hours worked in employee’s regular position.
- C. Any work day that does not contain hours from the employee’s regular position shall not be included in the average calculation.

Example: An employee is asked to extend their shift to cover for another employee who is absent. The hours worked on the extended shift shall not be included when averaging regular work day hours.

- D. Work days with delayed starts or early dismissals shall be excluded from the average calculation.
  - E. If the employee does not report to work at all during a pay period and utilizes sick or personal time for those days absent, the value of the sick or personal day shall be the average of the employee's regular hours worked from the prior pay period.
20. Additional work time for monitors and paraprofessionals.
- A. When additional monitors and paraprofessionals beyond those regularly employed are needed, the School District shall offer such work to bargaining unit School District employees first before offering the work to a substitute.
  - B. When called in for substitute work, the monitors and paras will be paid the contractual rate since the work is identical to work already performed.
  - C. When additional work is available for part-time paraprofessionals, it will be offered by building to the individual most suited to meet the needs of the students. In this situation, the assigned a.m. or p.m. paraprofessional will be offered an opportunity to substitute first whenever the other is absent. In addition, if special training and/or skills are required for an assignment, those individuals who possess such training and/or skills will be offered an opportunity to substitute first. Similarly, certain individuals may be offered an opportunity to substitute first if the principal/designee determines that there is an educational and/or other valid reason. Extended leave will be determined using the above criteria.
  - D. When additional work is available for part-time monitors, it will be offered by building on a rotating seniority basis. When a substitute is needed for an extended leave, preference will be given by seniority rotation. The most senior employee may accept all or part of the assignment. The remainder will be offered to the next most senior employee and so forth.
  - E. The established past practice of the School District whereby medical benefits are not afforded to monitors and paraprofessionals who work more than twenty (20) hours per week shall continue, unless provided by law.
21. Meeting and In-Service Attendance  
All staff recognized under this collective bargaining agreement are expected to attend meetings and/or in-service programs as required by the Superintendent and/or their immediate supervisor. Attendance at these meetings will be paid at straight time.
22. Staff Dress and Grooming  
Employees must comply with the applicable School District staff dress and grooming policy and the accompanying administrative regulations.
23. Current PVESPA employees who are hired into a different PVESPA classification will maintain their step on the salary schedule in the new classification position. This includes Part-time to Full-time. Seniority does not carry to the new PVESPA classification position. (per MOU)

24. Effective for 2018-2019, and 2019-2020 contract years of the Collective Bargaining Agreement and expiring the day before the Collective Bargaining Agreement expires, any bargaining unit member who retires during the 2018-2019, and 2019-2020 school year and who provides notice by no later than May 5 of respective year by 4:00 pm shall be entitled to the following incentive.

Greater than or equal to 17 years of service\* = 25% of base salary

Greater than or equal to 12 but less than 17 years of service\* = 20% of base salary.

\*Years of service shall be defined as those years in which the employee was employed as a support professional employee in the District in accordance with the rule of PSERS.

25. Effective in years 2019-2020 and 2020-2021 and expiring the day before the Collective Bargaining Agreement expires, any bargaining unit member who retires pursuant to PSERS with 30 years or more of School District service will receive single only medical (Health-RX) coverage for 3 years or until Medicare eligibility whichever comes first. The coverage will be the same as that provided for active employees of the District so that if that coverage changes during the period that a bargaining unit member is receiving this retirement benefit the coverages will change for the retired member as well.

#### **ARTICLE VIII -- SICK LEAVE**

All twelve (12)-month employees shall be granted twelve (12) sick days per year with unlimited accumulation. All newly-hired twelve (12)-month employees shall be granted one (1) sick day per month of employment to a total of twelve (12) sick days during the first year of employment. All full-time employees not classified as twelve (12)-month employees shall be granted ten (10) sick days per year with unlimited accumulation. All newly-hired full-time employees not classified as twelve (12)-month employees, shall be granted one (1) sick day per month of employment to a total of ten (10) sick days during the first year of employment. All part-time employees, not classified as twelve (12) month employees, shall be granted six (6) sick days per year with unlimited accumulation. All newly-hired part-time employees, not classified as twelve (12) month employees, shall be granted one (1) sick day every other month of employment to a total of six (6) sick days during the first year of employment. Compensation shall be calculated using the regular full day's hours worked, not tabulated on a pro-rated basis.

Part-time employees converted to full-time status shall have their part-time accumulated sick leave converted to full-time sick days. Likewise, full-time employees converted to part-time status shall have their full-time accumulated sick leave converted to part-time sick days. Therefore, a day is equivalent to the employee's current normal work day.

Upon retirement, payment for unused sick days will be at the rate of thirty-five dollars (\$35) per day if the employee has fifty percent (50%) or less than School District earned sick days and sixty dollars (\$60) per day if the employee has more than fifty percent (50%) of School District earned sick days. Payment for earned, unused sick days will be made by the School District into an enhanced TSA account for the benefit of the employee.

In addition to benefits provided elsewhere herein, each employee shall be entitled to use their available unused sick leave for up to three (3) days for bereavement leave, as defined in Article IX,

Leave of Absence No. 2, Bereavement Leave. It is understood that the Superintendent of Schools, at his/her discretion, may award additional days.

Each employee shall be entitled to use five (5) sick days for family illness or emergency, unless otherwise provided by law.

Sick days shall not be considered as “*compensable time*” for the purpose of overtime calculations.

Subsequent to the first year of employment, sick day allotments are awarded and available for use at the beginning of the contract year. If an employee should leave employment prior to the conclusion of the contract year, the employee has no obligation to reimburse the school district for sick days used.

## ARTICLE IX - LEAVE OF ABSENCE

### 1. Personal Day

All part time ten (10) month employees shall be permitted one (1) Personal Day. All full time and twelve (12) month part-time employees shall be permitted two (2) Personal Days. As of March 11, 2010, all newly-hired part-time employees shall be granted one (1) personal day after six (6) months of continuous employment. After five (5) years of service, those employees working at least twenty-five (25) hours per week shall be permitted three (3) personal days per year with pay. After five (5) years of service, employees working less than 25 hours per week shall be permitted two (2) personal days per year with pay. Personal days shall be used at the individual’s preference and with the approval of the employee’s immediate supervisor. Requests for use of the personal day must be submitted in writing at least two (2) days in advance of the day requested. This two (2) day notice may be waived by the principal/supervisor if an emergency warrants such waiver. Personal days may be accumulated from year to year to a maximum of five (5) days. This accumulation will take place automatically at the conclusion of the school year for unused personal days. Employees who do not want their personal days to accumulate must notify the business manager, in writing, prior to June 1 of the previous year. This will allow the business manager to identify those days that will be converted to sick days at the conclusion of the year. Retirees will have their unused personal days credited to their sick days upon retirement. Employees who have not used their contracted personal day(s) during the contract year shall have any said personal day(s) above five (5) credited to their sick leave accumulation upon the beginning of the next contract year. Part-time employees converted to full-time status shall have their part-time accumulated personal leave converted to full-time personal days. Likewise, full-time employees converted to part-time status shall have their full-time accumulated personal leave converted to part-time personal days. Thus, a day is equivalent to the employee’s current normal work day.

Subsequent to the first year of employment, personal day allotments are awarded and available for use at the beginning of the contract year. If an employee should leave employment prior to the conclusion of the contract year, the employee has no obligation to reimburse the school district for personal days used.

### 2. Bereavement Leave

Each employee shall be allowed three (3) days of paid leave (including the day of the funeral) for the death of a member of the immediate family and one (1) day shall be allowed for the death of a near relative. The Board may extend the absence with pay in its discretion as the exigencies of the cause may warrant.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law, son-in-law, daughter-in-law, grandchild, near relative who resides in the same household (this could include step-parent, step-sibling, and step-child, or any other person with whom the employee has made his/her home).

One (1) day shall be allowed for the death of a near relative. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or step-parent/step-sibling/step-child who does not reside in the same household.

Funeral days must be used at the time of the death in the family. They may not be carried forward for use at any other time.

### 3. Child-Bearing/Child-Rearing Leave

- A. The employer shall grant a child-rearing leave of absence to any member of the Association at the termination of their temporary disability or sick leave due to pregnancy and childbirth of the member, or the member's spouse, or at the time of adoption of a pre-kindergarten child. This leave will be granted for a maximum of up to one (1) year.
- B. Requests for child-rearing leave shall be submitted approximately sixty (60) days prior to the date of delivery or adoption, whenever possible, and requests shall specify the anticipated date of return to work. Furthermore, the member shall notify the business office, in writing, of the intention to return at least sixty (60) days prior to the requested return date.
- C. Benefits while on leave – No salary shall be paid said employee unless covered by the Family Medical Leave Act, but seniority rights shall accrue during the period of leave. While on child rearing leave as herein defined, the employee is entitled to sick leave for disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, according to the guidelines by the Equal Employment Opportunity Commission, Part 1604.11, issued under the Civil Rights Act of 1964.

### 4. Justifiable Leave

- A. Any employee with a minimum of two (2) years of service may request, in writing, a leave of up to one (1) year. The Board shall give due consideration to those employees whose seasonal non-school employment require special short-term leaves during the course of the school year. In all cases of leave request, the decision of the Board is final.
- B. In case of extreme emergency, wherein time insufficiency becomes a vital factor, the Superintendent may, in consultation with the Board President, grant sufficient leave of absence to accommodate such emergency.
- C. Paraprofessional associates will be allowed to apply for unpaid leaves of absence for the purpose of student teaching or a school counseling internship through accredited colleges and universities.

5. Leaves as a Result of Work-Related Injuries

- A. Workers' compensation insurance as required by law will be in force during the term of this Agreement.
- B. Employees suffering injuries during the course of their employment shall immediately [within twenty-four (24) hours to the extent possible] report such injury to their immediate supervisor.
- C. An employee receiving workers' compensation may use sick leave limited to the difference between workers' compensation and regular sick pay.
- D. The employee shall have the option to receive full sick leave and return all workers' compensation insurance payments to the employer.
- E. In either event, sick leave utilized shall be deducted from accumulated sick leave on a pro-rated basis.
- F. In order to insure that the employee's medical treatment is paid by the employer or insurance company, the employee must select from a list of at least five (5) licensed physicians or practitioners of the healing arts as provided by the employer. These physicians must be within a fifty (50) mile radius of the school district, within the state of Pennsylvania.
- G. The employee shall give a written determination of the use of full sick leave, a combination of sick leave and worker's compensation, or worker's compensation to the business office within twenty-one (21) days of the injury. Once the determination of type of pay is made, the employee may not change his/her decision. If within the required twenty-one days the employee makes no written determination of the type of pay to be received, the employee shall be required to accept the worker's compensation allowance, if approved by the insurance company.
- H. Any employee who has received more than one (1) calendar year of full worker's compensation disability with physician statement that the employee cannot perform their essential job functions, shall be discharged from his/her employment with the School District. Consideration will be given to the request for a transfer to an available position for which the person is qualified and can perform the essential job functions.

6. Extensions or Renewals

All extensions or renewals of leaves shall be applied for in writing and, if granted, it will be in writing.

7. Return From Leave

All benefits to which an employee was entitled at the time of his/her leave of absence commenced, including seniority and unused sick leave, shall be restored to him/her upon return as fully as if he/she had never taken said leave, and he/she shall be assigned to a position for which qualified. Leave does not count as an experience for salary purposes.

**ARTICLE X - STATUTORY SAVING CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### **ARTICLE XI - MANAGEMENT RIGHTS CLAUSE**

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny and restrict the Board in the exercise of, the rights, responsibilities, or authority granted to it under applicable statutes.

#### **ARTICLE XII - NO STRIKE, NO LOCKOUT CLAUSE**

Neither the Association, nor any of its members shall encourage, condone, or take part in any strike, as that term is defined in Act 195, during the term of this Agreement. Any employee covered by this Agreement who violates this provision shall be subject to disciplinary action, up to and including summary dismissal. The Board shall not lockout the employees covered by this Agreement.

#### **ARTICLE XIII - ANNIVERSARY DATE DETERMINATION**

1. 12-Month Employees
  - A. If the first day worked of an employee occurs between the first day of the contract year and the last day of February, he/she would receive credit for one (1) year on the first day of the subsequent contract year.
  - B. If the first day worked of an employee occurs between March 1 and the last day of the contract year, he/she would remain on the entry level in the subsequent contract year.
2. 10-Month Employees
  - A. If the first day worked of an employee occurs between the first day of the contract year and January 31, he/she would receive credit for one (1) year on the first day of the subsequent contract year.
  - B. If the first day worked of an employee occurs after February 1, he/she would remain on the entry level in the subsequent contract year.
3. Common Anniversary Date

Any employee whose anniversary dates falls between September 1, 1989 and August 31, 1990 will receive his/her full benefits until his/her anniversary date of the 1990-91 contract. He/she will then receive pro-rated days until August 31, 1991, at which time, all employees will have a common anniversary date of September 1, 1991.

## ARTICLE XIV - SUCCESSOR AND DURATION

1. **Deadline Date**  
The parties agree to enter into collective bargaining over a Successor Agreement no later than one hundred eighty (180) days prior to the beginning of a contract. Any Agreement so negotiated shall be reduced in writing after ratification by the parties.
2. **Modification**  
This Agreement shall not be modified in whole or part by the parties except by an instrument, in writing, duly executed by both parties.
3. **Effective Date**  
This Agreement shall be **effective** July 1, 2018 thru June 30, 2021 subject to the Association's right to negotiate over a Successor Agreement as provided in paragraphs 1 and 2 above. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

## SIGNATURES



IN WITNESSES WHEREOF the Association has caused this Agreement to be signed by the President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed thereon as of the day and year December 14<sup>th</sup>, 2018.

**PLEASANT VALLEY EDUCATIONAL  
SUPPORT PROFESSIONALS ASSOCIATION**

**PLEASANT VALLEY SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS**

*Basemaree Pasqucci*  
President/Trustee

Date Dec. 14, 2018

*Arlene M. Hooper-Walsh*  
Secretary Trustee

Date 14 Dec 18

*Susan Kuesog*  
President

Date 12/14/18

*Susan H. Samulak*  
Secretary

Date 12/14/18

# **APPENDIX A**

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## **SALARY SCHEDULES**

**July 1, 2018 – June 30, 2021**

**(Retroactive to July 1, 2018)**

## Bookkeeper

There will be no step movement for the length of this agreement

	2018- 2019 Annual Rate	2019- 2020 Annual Rate	2020- 2021 Annual Rate
Step:			
E3	\$32,359	\$33,492	\$34,664
E2	\$33,266	\$34,430	\$35,635
E1	\$34,129	\$35,324	\$36,560
1	\$35,018	\$36,244	\$37,512
2	\$35,508	\$36,751	\$38,037
3	\$36,005	\$37,265	\$38,569
4	\$37,030	\$38,326	\$39,668
5	\$37,847	\$39,171	\$40,542
6	\$38,480	\$39,827	\$41,221
7	\$39,054	\$40,421	\$41,835
8	\$40,379	\$41,793	\$43,256
9	\$40,947	\$42,380	\$43,863
10	\$41,466	\$42,918	\$44,420
11	\$41,988	\$43,457	\$44,978
12	\$43,297	\$44,813	\$46,381
13	\$43,702	\$45,231	\$46,815
14	\$48,879	\$50,590	\$52,360
15	\$49,051	\$50,767	\$52,544
16	\$49,113	\$50,832	\$52,611
17	\$49,175	\$50,896	\$52,677
18	\$52,592	\$54,433	\$56,338

# Information Systems Technician/Student Information Data Specialist

There will be no step movement for the length of this agreement

	2018- 2019	2019- 2020	2020- 2021
	40 hours Annual	40 hours Annual	40 hours Annual
Step:	Rate	Rate	Rate
E3	\$40,762	\$42,189	\$43,666
E2	\$41,904	\$43,371	\$44,889
E1	\$42,994	\$44,499	\$46,056
1	\$44,112	\$45,656	\$47,254
2	\$44,764	\$46,330	\$47,952
3	\$45,424	\$47,014	\$48,659
4	\$46,096	\$47,709	\$49,379
5	\$47,009	\$48,654	\$50,357
6	\$47,690	\$49,359	\$51,086
7	\$48,991	\$50,705	\$52,480
8	\$50,452	\$52,218	\$54,046
9	\$51,442	\$53,242	\$55,105
10	\$52,342	\$54,174	\$56,070
11	\$53,242	\$55,106	\$57,035
12	\$54,143	\$56,038	\$57,999

## Custodian

There will be no step movement for the length of this agreement

	2018- 2019 Hourly Rate	2019- 2020 Hourly Rate	2020- 2021 Hourly Rate
Step:			
E3	\$16.65	\$17.24	\$17.84
E2	\$17.12	\$17.72	\$18.34
E1	\$17.55	\$18.17	\$18.80
1	\$18.02	\$18.65	\$19.30
2	\$18.29	\$18.93	\$19.59
3	\$18.57	\$19.22	\$19.89
4	\$18.83	\$19.49	\$20.17
5	\$19.11	\$19.77	\$20.47
6	\$19.31	\$19.99	\$20.69
7	\$19.63	\$20.32	\$21.03
8	\$19.97	\$20.66	\$21.39
9	\$20.28	\$20.99	\$21.72
10	\$20.62	\$21.34	\$22.09
11	\$20.97	\$21.70	\$22.46
12	\$21.31	\$22.06	\$22.83
13	\$21.67	\$22.43	\$23.22
14	\$22.11	\$22.88	\$23.68
15	\$22.56	\$23.35	\$24.17
16	\$23.02	\$23.82	\$24.66
17	\$23.46	\$24.28	\$25.13
18	\$23.92	\$24.76	\$25.62
19	\$24.37	\$25.23	\$26.11
20	\$25.14	\$26.02	\$26.93

Head Custodians will receive an additional \$2.25 per hour for year 2018-2019

Head Custodians will receive an additional \$2.50 per hour for years 2019-2020, 2020-2021

## Food Service Employee

There will be no step movement for the length of this agreement

	2018- 2019	2019- 2020	2020- 2021
Step:	Hourly Rate	Hourly Rate	Hourly Rate
E3	\$11.39	\$11.78	\$12.20
E2	\$11.71	\$12.12	\$12.54
E1	\$12.01	\$12.43	\$12.86
1	\$12.32	\$12.75	\$13.19
2	\$12.38	\$12.81	\$13.26
3	\$12.44	\$12.88	\$13.33
4	\$12.51	\$12.95	\$13.40
5	\$12.56	\$13.00	\$13.46
6	\$12.78	\$13.23	\$13.69
7	\$12.98	\$13.43	\$13.90
8	\$13.43	\$13.90	\$14.39
9	\$13.63	\$14.11	\$14.60
10	\$13.85	\$14.33	\$14.83
11	\$14.07	\$14.56	\$15.07
12	\$14.29	\$14.79	\$15.31
13	\$14.52	\$15.03	\$15.56
14	\$14.90	\$15.43	\$15.97
15	\$15.29	\$15.82	\$16.38
16	\$15.69	\$16.24	\$16.81
17	\$16.07	\$16.64	\$17.22
18	\$16.46	\$17.03	\$17.63
19	\$16.81	\$17.40	\$18.01
20	\$18.93	\$19.59	\$20.28

Head cooks will receive an additional \$2.25 per hour for the 2018-2019 contract year

Head cooks will receive an additional \$2.50 per hour for the 2019-2020 and 2020-2021 years

## Paraprofessional Associate

There will be no step movement for the length of this agreement

	2018- 2019 Annual Rate	2019- 2020 Annual Rate	2020- 2021 Annual Rate
Step:			
E3	\$23,330	\$24,146	\$24,992
E2	\$23,983	\$24,822	\$25,691
E1	\$24,606	\$25,467	\$26,359
1	\$25,247	\$26,130	\$27,045
2	\$25,619	\$26,516	\$27,444
3	\$26,165	\$27,081	\$28,028
4	\$26,553	\$27,482	\$28,444
5	\$26,945	\$27,888	\$28,864
6	\$27,512	\$28,475	\$29,472
7	\$28,007	\$28,987	\$30,002
8	\$29,206	\$30,228	\$31,286
9	\$29,872	\$30,918	\$32,000
10	\$30,278	\$31,338	\$32,434
11	\$30,683	\$31,756	\$32,868
12	\$31,088	\$32,176	\$33,303
13	\$31,958	\$33,076	\$34,234
14	\$32,239	\$33,368	\$34,535
15	\$33,049	\$34,205	\$35,402
16	\$34,034	\$35,225	\$36,458
17	\$34,502	\$35,709	\$36,959
18	\$35,292	\$36,528	\$37,806

## Health Room Technician

There will be no step movement for the length of this agreement

Step:	2018- 2019 Annual Rate	2019- 2020 Annual Rate	2020- 2021 Annual Rate
E3	\$27,781	\$28,754	\$29,760
E2	\$28,560	\$29,559	\$30,594
E1	\$29,302	\$30,327	\$31,389
1	\$30,064	\$31,116	\$32,205
2	\$30,507	\$31,574	\$32,679
3	\$30,958	\$32,041	\$33,163
4	\$31,415	\$32,515	\$33,653
5	\$31,880	\$32,996	\$34,151
6	\$32,342	\$33,474	\$34,645
7	\$32,804	\$33,952	\$35,141
8	\$33,266	\$34,430	\$35,635
9	\$33,728	\$34,908	\$36,130
10	\$34,191	\$35,388	\$36,626
11	\$34,655	\$35,868	\$37,123
12	\$35,119	\$36,348	\$37,620
13	\$35,582	\$36,828	\$38,117
14	\$36,195	\$37,462	\$38,773
15	\$36,806	\$38,094	\$39,427
16	\$39,255	\$40,629	\$42,051



## Courier

There will be no step movement for the length of this agreement

	2018- 2019 Hourly Rate	2019- 2020 Hourly Rate	2020- 2021 Hourly Rate
Step:			
E3	\$16.65	\$17.24	\$17.84
E2	\$17.12	\$17.72	\$18.34
E1	\$17.55	\$18.17	\$18.80
1	\$18.02	\$18.65	\$19.30
2	\$18.29	\$18.93	\$19.59
3	\$18.57	\$19.22	\$19.89
4	\$18.83	\$19.49	\$20.17
5	\$19.11	\$19.77	\$20.47
6	\$19.31	\$19.99	\$20.69
7	\$19.63	\$20.32	\$21.03
8	\$19.97	\$20.66	\$21.39
9	\$20.28	\$20.99	\$21.72
10	\$20.62	\$21.34	\$22.09
11	\$20.97	\$21.70	\$22.46
12	\$21.31	\$22.06	\$22.83
13	\$21.67	\$22.43	\$23.22
14	\$22.11	\$22.88	\$23.68
15	\$22.56	\$23.35	\$24.17
16	\$23.02	\$23.82	\$24.66
17	\$23.46	\$24.28	\$25.13
18	\$23.92	\$24.76	\$25.62
19	\$24.37	\$25.23	\$26.11
20	\$25.14	\$26.02	\$26.93

Courier Wage starting wage rate will be \$12.25 per hour when the position is vacated.

After the position is vacated, the percentage increase of 3.5% will be added on July 1 on the new rate of each year of the contract.

Current Member to receive increases as stated above

## Maintenance Technician

There will be no step movement for the length of this agreement

	2018- 2019 Hourly Rate	2019- 2020 Hourly Rate	2020- 2021 Hourly Rate
Step:			
E3	\$17.65	\$18.26	\$18.90
E2	\$18.14	\$18.78	\$19.44
E1	\$18.61	\$19.26	\$19.93
1	\$19.10	\$19.76	\$20.46
2	\$19.65	\$20.34	\$21.05
3	\$19.76	\$20.45	\$21.17
4	\$20.22	\$20.93	\$21.66
5	\$20.50	\$21.22	\$21.96
6	\$20.83	\$21.56	\$22.32
7	\$21.04	\$21.78	\$22.54
8	\$21.96	\$22.73	\$23.53
9	\$22.13	\$22.90	\$23.70
10	\$22.45	\$23.23	\$24.05
11	\$22.93	\$23.73	\$24.56
12	\$23.49	\$24.32	\$25.17
13	\$24.04	\$24.88	\$25.76
14	\$23.97	\$24.81	\$25.68
15	\$24.49	\$25.35	\$26.23
16	\$25.02	\$25.89	\$26.80
17	\$26.01	\$26.92	\$27.86

Head of maintenance will receive an additional \$2.25 per hour for the 2018-2019 contract year

Head of maintenance will receive an additional \$2.50 per hour for the 2019-2020, 2020-2021 contract years.

## Monitor

There will be no step movement for the length of this agreement

	2018- 2019 Hourly Rate	2019- 2020 Hourly Rate	2020- 2021 Hourly Rate
Step: E3	\$10.24	\$10.59	\$10.97
E2	\$10.53	\$10.89	\$11.28
E1	\$10.80	\$11.17	\$11.56
1	\$11.07	\$11.46	\$11.86
2	\$11.23	\$11.62	\$12.03
3	\$11.41	\$11.80	\$12.22
4	\$11.58	\$11.99	\$12.41
5	\$11.74	\$12.15	\$12.57
6	\$11.85	\$12.27	\$12.69
7	\$11.96	\$12.38	\$12.82
8	\$12.07	\$12.49	\$12.93
9	\$12.20	\$12.63	\$13.07
10	\$12.33	\$12.76	\$13.20
11	\$12.46	\$12.90	\$13.35
12	\$12.95	\$13.40	\$13.87

## Administrative Secretary

There will be no step movement for the length of this agreement

	2018- 2019 Annual Rate	2019- 2020 Annual Rate	2020- 2021 Annual Rate
Step:			
E3	\$30,638	\$31,710	\$32,820
E2	\$31,496	\$32,598	\$33,739
E1	\$32,314	\$33,445	\$34,615
1	\$33,154	\$34,315	\$35,516
2	\$33,646	\$34,823	\$36,042
3	\$34,143	\$35,338	\$36,574
4	\$35,168	\$36,399	\$37,673
5	\$35,983	\$37,242	\$38,546
6	\$36,617	\$37,899	\$39,225
7	\$37,190	\$38,491	\$39,838
8	\$38,516	\$39,865	\$41,260
9	\$39,085	\$40,453	\$41,869
10	\$39,603	\$40,989	\$42,424
11	\$40,124	\$41,528	\$42,982
12	\$41,435	\$42,885	\$44,386
13	\$41,840	\$43,304	\$44,820
14	\$47,016	\$48,661	\$50,365
15	\$47,189	\$48,840	\$50,550
16	\$47,251	\$48,905	\$50,616
17	\$47,312	\$48,968	\$50,682
18	\$50,729	\$52,505	\$54,343

## Building Secretary

There will be no step movement for the length of this agreement

Step:	2018- 2019 Annual Rate	2019- 2020 Annual Rate	2020- 2021 Annual Rate
E3	\$29,131	\$30,151	\$31,206
E2	\$29,947	\$30,995	\$32,080
E1	\$30,725	\$31,800	\$32,913
1	\$31,524	\$32,627	\$33,769
2	\$31,990	\$33,109	\$34,268
3	\$32,464	\$33,600	\$34,776
4	\$32,942	\$34,095	\$35,288
5	\$33,428	\$34,598	\$35,809
6	\$33,909	\$35,095	\$36,324
7	\$34,317	\$35,519	\$36,762
8	\$35,542	\$36,786	\$38,073
9	\$36,024	\$37,285	\$38,590
10	\$36,536	\$37,814	\$39,138
11	\$37,049	\$38,346	\$39,688
12	\$37,563	\$38,878	\$40,239
13	\$38,640	\$39,992	\$41,392
14	\$39,215	\$40,588	\$42,008
15	\$39,528	\$40,911	\$42,343
16	\$41,591	\$43,047	\$44,554
17	\$42,995	\$44,500	\$46,057

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