

Agreement

Between

Mahanoy Area School District

and

**Mahanoy Area Education Support
Personnel Association**

July 1, 2014 – June 30, 2018

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1. RECOGNITION

- 1.1 Mahanoy Area Educational Support Personnel Association, PSEA/NEA (hereinafter called the Association), is hereby recognized by the Mahanoy Area School District, Mahanoy City, Pennsylvania (hereinafter called School District), as the Bargaining Agent for all full-time and regular part-time Food Service Personnel, Operation and Maintenance Personnel, Non-Confidential Secretarial Personnel, and Transportation Personnel and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act established under the Public Employee Relations Act (Act 195) providing for collective bargaining.
- 1.2 Both parties agree that this Agreement sets forth the terms and conditions to which each party agrees to be bound and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- 1.3 Each Association member may print one copy (back-to-back) of this agreement from any School District printer.

2. ASSOCIATION MEMBERSHIP

- 2.1 Each employee who, on the effective date of this Agreement, is a member of the Association and each employee who becomes a member after this date shall maintain his/her membership in the Association. Each employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement by notifying the District and the Association in writing by certified mail.
- 2.2 It is agreed that any new employee will pay Association Dues or their fair share. A copy of the Fair Share language is on hand at the PSEA Allentown Office.
- 2.3 The payment of dues and assessments while a member shall be the only requisite employment condition

3. NO STRIKE - NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of the Public Employee Relations Act (Act 195) and Act 88. As a condition of the various provisions of this Agreement, to which both parties have agreed, the Association pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195) during the term of

this Agreement, and the School District pledges that it will not conduct or cause to be conducted a lockout during this Agreement.

4. NON-DISCRIMINATION

- 4.1 In accordance with the laws of the United States, the State of Pennsylvania, and the established policies of the Board of School Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, pregnancy, national origin, marital status, place of domicile, or membership or participation or associations with the activities of any lawful representative organization.
- 4.2 The School District and the Association agree that there will be no discrimination by the School District and the Association against any employee because of his or her membership in the Association or because of any employee's lawful activity and/or support of the Association.
- 4.3 Wherever any words are used in this Collective Bargaining Agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all situations where they would so apply, and wherever any words are used in this Collective Bargaining Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in the plural forms, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

5. MANAGEMENT RIGHTS

- 5.1 All management rights are vested exclusively in the School District, except as and to the extent limited by the Agreement.
- 5.2 Matters of inherent managerial policy are reserved exclusively to the Employer. These include but are not limited to members of the support staff. The support staff shall be subject to the immediate supervision and direction of the Superintendent or his/her designee.
- 5.3 The Superintendent or his designee shall provide job descriptions to employees upon the request of the employee. The request shall be no more than once per year.
- 5.4 The election of personnel covered by this Agreement to a particular assignment shall not preclude the School District from effecting

such changes in assignments as, at its discretion, may be deemed desirable or necessary nor shall it preclude the right of the Superintendent to assign any employee.

- 5.5 The District may change summer work hours at its discretion based upon the needs of the district, provided that the employee works the same number of hours in a work week as he/she does during the time school is in session. Example.....working Monday through Thursday with Fridays off by making Friday's hours up during Monday through Thursday. This does not constitute overtime for any employee.

6. CHILDBEARING/CHILDREARING LEAVE

All leaves of absence for eligible employees due to pregnancy will be guided by the Family and Medical Leave Act (FMLA), as well as the School Code of Pennsylvania. All leaves will be in accordance with School Board Policy. The employee on FMLA leave shall continue to have his/her health care benefits paid by the District up to the limits contained in FMLA and board policy.

7. NEW EMPLOYEES

- 7.1 All New employees for each classification shall remain probationary and shall not become regular employees until after satisfactory completion of ninety (90) calendar days of continuous service from the date and hour the employee began to work after being hired. Probationary employees shall have no seniority rights and may be discharged, disciplined, terminated, or laid off at any time at the sole discretion of the District, not subject to the grievance procedure set forth in this Agreement or without justifiable reason.
- 7.2 Upon satisfactory completion of the probationary period, the employee shall acquire seniority status dating back to the time when the employee actually commenced working after being last hired. The names, addresses, job classifications and starting salaries of all new employees shall be furnished to the Association after completion of the probationary period.

8. SENIORITY

- 8.1 Seniority is the length of service within the District. Seniority will be kept for both full-time employees and part-time employees. Each category shall have a distinct seniority list. Part-time seniority cannot be used to displace a full-time employee. All seniority rights

shall be computed from the employee's most recent date of employment in each job classification (10.1, 10.2, 10.3, 10.4, 10.5).

- 8.2 The word "seniority", as used herein, shall be deemed to mean the right to priority in employment relating to the employee's job classification.
- 8.3 In case of vacancy, layoff, or return to work following layoff, the principal of seniority shall prevail. In the case of vacancy, the vacant position must first be offered to the current employees. Full time employees can fill vacant positions based on seniority, providing such employee has the qualifications and is capable of doing the work required of the new position, as determined in the sole discretion of the immediate supervisor and the recommendation of the Superintendent or his/her designee. If no full-time employee takes the vacant position, it will be offered to the part-time employees by seniority under the same conditions mentioned above. If no part-time employee takes the vacant position, it can then be offered to the outside. In case of layoff, the employee who has been laid off shall have the right to claim the position of another employee having lesser seniority in the job classification, provided such employee has the qualifications and is capable of doing the work required of the new position, as determined by the immediate supervisor and the recommendation of the Superintendent or his designee. If the employee does not agree with the decision of his supervisor or the Superintendent or his designee, he shall have the right to file a grievance under the grievance procedure described in the contract. Any employee laid off due to lack of work shall retain seniority for a two-year period, and the District shall be required to recall the employee to perform a job for which the employee is qualified prior to hiring a new employee or recalling a qualified employee with less seniority. Notice of recall shall be done by Certified Mail.
- 8.4 All seniority rights shall be forfeited, and an employee shall be deemed terminated if the employee (1) quits or retires, (2) is discharged, (3) does not return to work after seven days' notice of recall after layoff, (4) is absent due to working elsewhere, (5) is absent three (3) consecutive scheduled working days without district's expressed consent, in the absence of extenuating circumstances, (6) fails or refuses to return to work as required after the termination of a leave of absence, unless an extension of leave has been granted on request.
- 8.5 Association representatives (elected officers and Steward), shall have super seniority meaning they shall be the last laid off

- 8.6 A seniority list shall be furnished to the Association upon request. This request shall be made no more than once per year.

9. NEW POSITIONS

When new positions are created or a vacancy occurs, present employees shall have the right to apply for such positions and seniority rights will prevail, if the known abilities of the applicant qualify him for the position. If the employee's performance in the position to which he is promoted is not satisfactory, he may then be returned to his previous job and rate at any time during the trial period at the discretion of the Superintendent or his designee. Such disqualification may be processed under the Grievance Procedure outlined in this contract. The Superintendent may make recommendations to the Board concerning filling of such positions and he may, in turn, give due consideration to the recommendation of a committee consisting of one (1) Board member and one (1) Association member. There shall be a sixty (60) day trial period for any employee so appointed.

9.1 VACANCIES AND TRANSFERS

All vacancies shall be posted for three (3) work days. Employees may bid on any vacant position based on the most senior qualified full-time employee being granted the full time position or the most senior qualified part-time employee for a part-time position. Qualifications will be determined by the District and will be reflected in the posting.

10. JOB CLASSIFICATIONS

The following job classifications will be recognized in this contract:

- 10.1 Food Service Personnel
 - a. Cook
 - b. Food Staff Coordinator
 - c. Food Service Specialist
 - d. Part-Time Food Service

- 10.2 Custodial and Utility/Maintenance Personnel
 - a. Custodian
 - b. Utility/Maintenance Worker
 - c. Part-time Custodian

- 10.3 Transportation Personnel
 - a. Driver (CDL and Non-CDL)
 - b. Bus Monitor
 - c. Crossing Guard

10.4 Administrative Support Personnel

- a. Secretary
- b. Administrative Assistant
- c. Attendance Officer

10.5 Assistants/Aides/Others

- a. Special Education Teaching Assistant
- b. Aides (Library, Nurses, Student)

11. UNLAWFUL/UNENFORCEABLE ARTICLES

Should any article, portion, or section thereof of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision shall apply to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a comparable substitute of the invalid article.

12. SAVINGS CLAUSE

No present employee shall suffer any loss of benefits or privileges now enjoyed or enjoyed prior to this Agreement unless specified in this Agreement. The payment of dues and assessments, while a member, shall be the only requisite employment condition.

13. DISCHARGE, DEMOTION, SUSPENSION, AND DISCIPLINE

The School District shall not demote, suspend, discharge, or take any disciplinary action against any employee without just cause. An employee may appeal a demotion, suspension, or discharge accordingly with the Grievance Procedure entitled Grievance and Arbitration. The Association shall be notified, in writing, by the School District of any demotion, suspension, or discharge.

13.1 Administrative Action - The established administrative actions for employee offenses may be as follows at the discretion of the Superintendent or his designee.

- A. Forfeiture of pay for one day with a warning for a first offense.
- B. Temporary suspension for one and up to five (5) days without pay for a second offense.
- C. Suspension and implementation of proceedings for dismissal for a subsequent offense.

14. GRIEVANCE AND ARBITRATION

The established Grievance Procedure shall be as follows:

14.1 Grievance Procedure by Employee

- A. A grievance is hereby defined as a complaint by an employee regarding only the meaning, interpretation, or application of any provision in this Agreement.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- C. Procedure
 - 1. **Time Limits.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 2. **Year-End Grievance.** In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
 - 3. **Level One - Informal Discussion.** Any employee with a grievance will first discuss it with their supervisor or immediate superior within fourteen (14) days of the occurrence, either individually or through the Association's representative or accompanied by the representative with the objective of resolving the matter informally.

4. **Level Two - Business Administrator or Immediate Supervisor.** In the event the informal discussions with the supervisor or individual's superior do not resolve the grievance, the Association shall send a written notice to the Business Administrator within ten (10) working days following the termination of said informal discussion summarizing the points at issue and indicating that he wishes to initiate a grievance under the provisions of the grievance procedure. The Business Administrator shall send his decision, in writing, within ten (10) working days following receipt of the grievance notice to the Association and all persons present at the conference.
 5. **Level Three - Superintendent.** If the action of the Business Administrator or the individual's immediate supervisor fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to the Superintendent or his designated representative. Appeals to the Office of the Superintendent shall be reviewed and acted upon within ten (10) working days of receipt of formal request.
 6. **Level Four - Arbitration.** If the issue remains deadlocked, then it shall be referred to the Bureau of Mediation or other mutually agreeable arbitrator within ten (10) working days. Cost of such hearing is to be borne equally by the Association and the School District. The decision of the Arbitrator shall be final and binding, and all decisions, unless made otherwise by the Arbitrator, shall be retroactive to the date of grievance.
- D. Hearings shall be held within ten (10) days after complaint, and each award made shall include a determination of a time within which compliance therewith shall be had. No decision conflicting with law or the rules of any governmental agency having jurisdiction shall be enforceable in any event.

14.2 Waivers

- A. If the District or its designee fails to comply with the time limits at any step, the grievance shall be deemed granted.

- B. If the Association fails to comply with the time limits at any step, the grievance shall be denied.

15. STEWARDS

- 15.1 The Association will appoint one of its members to act as Steward, whose duty it shall be to see the conditions of this contract are not broken by either Employer or Employee.
- 15.2 The authority of the Steward so designated by the Association shall be limited to and shall not exceed the following duties: (1) the investigation and presentation of grievance in accordance with the provisions of the Collective Bargaining Agreement; (2) the collection of dues when authorized by appropriate Association action; (3) the transmission of such messages and information which shall originate with and are authorized by the Association or its officers, provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- 15.3 The Steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Association.
- 15.4 The Employer recognizes these limitations upon the authority of the Steward and shall not hold the Association liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement, and the Employer also has the right to discipline the participants in an unauthorized strike, slow down, stoppage of work, and those who refuse to return to work of their normal duties when ordered to do so.

16. ASSOCIATION BUSINESS

No Association business shall be conducted during business hours, with the exception of Officers and Article 15 entitled Stewards.

17. SUBCONTRACTING

The School Board agrees that it will not subcontract out any work that is now being performed by bargaining unit members, unless specifically provided for and permitted by this Agreement.

18. TIME CLOCKS

Time clocks will be installed in all District buildings. Employees are responsible for inputting their working time and any overtime hours into time clocks if such employees are designated by the Director, Business Administrator and/or Superintendent. Employees are not permitted to input hours into time clocks for other employees.

19. RANDOM DRUG TESTING

All employees are subject to random drug testing as per District policy.

20. WAGE AND SALARY PROVISION

20.1 Each bargaining unit member shall receive salary/wage increases for each year of this agreement in the following amounts:

- a. in 2014-2015, an increase/raise of Forty-Five (\$.45) cents per hour to his/her 2013-2014 salary/wage;
- b. in 2015-2016, an increase/raise of Forty (\$.40) cents per hour to his/her 2014-2015 salary/wage;
- c. in 2016-2017, an increase/raise of Forty (\$.40) cents per hour to his/her 2015-2016 salary/wage; and
- d. in 2017-2018, an increase/raise of Forty (\$.40) cents per hour to his/her 2016-2017 salary/wage.

It is specifically understood and agreed that all increases/raises are fully retroactive in nature and are effective as of July 1, 2014, and annually thereafter on July 1 each year. Retroactive payments representing increases due from July 1, 2014 through date of distribution shall be made to each person as soon as possible upon ratification of the agreement by both parties, but in no event later than fifty (50) days after ratification. Retroactive payments are only for regular hours worked. Payments do not include any retroactivity for overtime hours worked.

In addition to the foregoing, in the event the minimum wage (either Federal or State) is increased salaries of only those bargaining unit members whose salaries are below the minimum wage at that time will be increased. The effective date of the increase that results

from the increase of the minimum wage will be the same as the effective date of the minimum wage increase.

- 20.2 The minimum starting hourly rate will be \$7.50 for all positions, except full-time secretaries, administrative assistants and special education assistants, covered by the Collective Bargaining Agreement. The starting hourly rate for full-time secretaries, administrative assistants and highly-qualified special education assistants will be \$8.75.
- 20.3 Any full-time secretary/administrative assistant who earns an Associate Degree in the future will receive a one-time increase of \$.25 per hour which will become part of their annual salary.
- 20.4 Part-time employees can work inter-departmentally at two part-time positions provided the hours do not overlap. Working at two part-time positions inter-departmentally does not qualify the person for full-time status. For employees who work two (2) part time positions and call off sick for their second position after working their first position, a doctor's note or authorization from the Superintendent is required.
- 20.5 For all classifications recognized by the Collective Bargaining Agreement, it is agreed that upon retirement or death, thirty-five (\$35) dollars will be paid for each 8-hour day of unused sick leave or leave days. In the event of death of an employee Vacation pay earned shall be paid to the beneficiary designated on the employee's life insurance beneficiary form.
- 20.6 All overtime must have prior approval by the Business Administrator and Superintendent.

21. LEAVES OF ABSENCE

Full Time Employee Leave

21.1 Personal Leave Days

- (a) Two (2) personal days each year without loss of pay or deduction from sick leave may be taken at the discretion of the employee and the approval of the Administrator.
- (b) Requests for the personal day must be made at least twenty-four (24) hours prior to the day requested. Approval must be granted by the Superintendent or

his designee. In the event of the request by more than one employee from the same building or same department (job classification), seniority and the availability of replacements will determine who will be granted the personal day in question.

- (c) Personal leave days may be cumulative up to five (5) days. Personal leave days above those accumulated will be added to sick day entitlement.
- (d) At the discretion of the Superintendent, additional personal leave days or reduced work day schedules may be granted. The Superintendent will promote professional integrity when requests are made.
- (e) A bonus of two (2) personal leave days will be granted to those individuals without any sick day absences in a given year.

21.2 Emergency Leave Day

- (a) All full-time personnel will be entitled to one (1) emergency leave day per year. Each request shall be considered and approved at the discretion of the Administrator. Emergency leave days not used in the current school year will be added to sick day entitlement.
- (b) The Emergency Day is not to be mistaken for an extra day off from work by all employees but is to be used by the employee only during an emergency and only with the prior approval of the Superintendent or his designee whenever possible. Unused emergency days will be added to the employee's sick leave entitlement.

21.3 Sick Leave

The Board of School Directors will provide full-time 12 month employees with twelve (12) sick leave days per year. The Board of School Directors will provide ten (10) days of sick leave per year for the Cook. The length of a sick day is equivalent to the length of a normal work day. Sick leave is cumulative without limit. Sick days may be used for employee and family appointments.

21.4 Death in Family

- (a) In the case of death in the immediate family, employees shall be allowed a full day's pay for absence not to exceed five (5) consecutive days. The immediate family shall be construed to mean mother, father, legal guardian, brother, sister, husband, wife, son, daughter, stepchild, parent-in-law or close relative living with/resides in the same household or any person with whom the employee makes his/her home.
- b) In the event of the death of grandparent, grandchild, son-in-law, or daughter-in-law, all permanently assigned personnel shall be allowed a maximum of three (3) consecutive days of absence, without loss of pay or deduction from sick leave, to and including the day of the funeral.
- (c) In the event of the death of other relatives, employees shall be allowed one (1) day absence or the hours required to attend the funeral, not exceeding one (1) day, without pay reduction. The term "other relative" shall include a first cousin, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, cousin-in-law, aunt-in-law, uncle-in-law, niece-in-law, nephew-in-law, or grandparent-in-law.

21.5 Vacation and Holidays

- (a) Full-time Food Staff Coordinators and Custodial/Maintenance personnel will be entitled to the following vacation schedule, provided the number of hours and days worked are adjusted to be equivalent of a full-time 12-month position. Vacation days are non-cumulative after a two-month extension.
- (b) The following vacation schedule shall be in effect for the duration of this Contract:

Food Staff Coordinators and Custodial/Maintenance Employees having completed more than one (1) year of service but less than three (3) years of service shall receive one week (40 hours) vacation; Employees having completed more than three (3) years of service but less than ten (10) years of service shall receive

two (2) weeks (80 hours) vacation; Employees having completed ten (10) years of service but less than fifteen (15) years of service shall receive three (3) weeks (120 hours) vacation; and employees having completed fifteen (15) years of service or more shall receive four (4) weeks (160 hours) vacation.

- (c) Personnel holding any of the full-time secretarial, administrative assistant and attendance officer positions will be entitled to the following vacation schedule. Vacation days are non-cumulative after a two-month extension.
- (d) Employees having one (1) to two (2) years' continuous service shall receive nine (9) days' vacation; Employees having three (3) to nine (9) years' continuous service will receive fourteen (14) days' vacation; Employees having ten (10) to fourteen (14) years' continuous service will receive nineteen (19) days' vacation; and Employees having fifteen (15) or more years' continuous service - twenty-four (24) days' vacation.
- (e) Custodial/Maintenance vacations shall normally be taken during summer months, exceptions only with prior approval of Superintendent. Vacations shall be granted according to seniority and availability of replacements. No building shall be left unattended unless approved by the Superintendent or his/her designee. Changes to the vacation schedule can be made with approval of the Director of Maintenance. Vacation days are required to be scheduled at least thirty (30) days in advance. Vacation change request of three (3) consecutive work days or less shall require 24-hour notice.
- (f) The years of service indicated above must have been completed by June 30 of the year in which the vacation will be taken.
- (g) The vacation year will be July 1 through June 30 of the following year. Vacations shall be scheduled by the department supervisor and the Superintendent or his designee in such a manner to insure efficient operation of the schools.

- (h) All vacation days may be taken at the discretion of the employee with the approval of the administrator.
- (i) Vacations are limited to full-time, 12-month (40 hours per week) employees. Full-time employees will receive pro-rata share of vacation for the first year based on effective date of employment.
- (j) For all staff hired before July, 1997, who resign, retire, or accept other employment, an agreement to take vacation time or to be paid for it may be worked out at the discretion of the Superintendent.
- (k) All staff hired after July, 1997, will have no accrued vacation time if they resign, retire, or accept other employment. The Board of Directors of the Mahanoy Area School District at their meeting of January 5, 1998, adopted the policy that an employee earns a quarter of their yearly vacation leave during each quarter of the first year worked.

21.6 Holidays

The following holidays shall be observed on which there shall be no work for full-time employees except that which may be necessary for the maintenance of the buildings:

Month	Holiday
July	Independence Day
September	Labor Day
November	Thanksgiving Day and the day after
December	Christmas Eve
December	Christmas Day and the day after
December	New Year's Eve
January	New Year's Day
February	Presidents' Day
April	Good Friday and Easter Monday
May	Memorial Day

21.7 When such holidays fall within the regular work week of an employee, such employee shall receive the regular day's pay. Employees required to work on the above-listed holidays shall receive in total twice the regular hourly salary.

21.8 When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. The exception to the above is if the observed holiday falls on a day school is in session. In this case, the holidays will follow the same as administration (i.e., a school day is held on Thanksgiving) due to a strike.

22. PART TIME EMPLOYEE LEAVE

This will include custodial/maintenance, cafeteria, transportation, teaching aides, library aide, nurse aide and student aide.

22.1 Part-time employees shall receive four (4) leave days per school year. Leave days are equivalent to the length of a normal work day. Each part time employee will receive two (2) Leave Days at the beginning of the school year and an additional two (2) Leave Days at the beginning of the second half of the school year. Employees may use these Leave Days for sick, personal, bereavement, family doctor appointments, emergency, etc. Part time employees may accumulate up to a maximum of 100 leave days. A year will run from July 1st through June 30th.

23. HEALTH AND WELFARE BENEFITS

All full-time employees are entitled to the following Health and Welfare Benefits:

23.1 Insurance Protection/Prescription Plan

- (a) The Board agrees to provide the contract years PPO Basic with \$ 50/\$40/\$20 co-pay and Rx \$ 8/\$40 and \$15/\$70 for all Employees, including their spouse and dependent children. An identification card for use at pharmacies will be supplied for each employee.
- (b) Medical Plan – The Board agrees to provide Blue Shield PPO Plan for all employees, including their spouse and dependent children. In the event any of the aforementioned is discontinued by the insuring company, the Board will provide similar or revised coverage equivalent to the above. The Lifetime Maximum Benefit will be unlimited. The employee will contribute a deductible of \$200 individual/\$400 family (in-network) and \$500 individual/\$1,000 family (out-of-network) costs for the 2014-2015 and 2015-2016 school year. For the 2016-2017 school year, the employee will

contribute a deductible of \$200 individual/\$400 family (in-network) and \$500 individual/\$1,000 family (out-of-network) and letter (d) will sunset as of June 30, 2016. For the 2017-2018 school year the deductible will be \$300 individual/ \$600 family (in-network) and \$600 individual/\$1,200 family (out-of-network).

- (c) All employees agree to a \$30 spinal manipulation co-payment and \$40 occupational therapy co-payment.
- (d) \$100/\$200

All active employees and their dependents are eligible for participation in the District's Health Reimbursement Arrangement (HRA) for the out-of-pocket medical expenses incurred for the in-network deductible under the PPO Blue Plan. Reimbursement for the in-network deductible will be \$100.00 for Two Party and Single Coverage, and \$200.00 for family coverage for the term of the agreement. Reimbursement will be made after the expense has been incurred. The employee must provide the Explanation of Benefits as provided by the insurance carrier with applicable district claim form. This documentation must be provided to the District's Business Administrator in a sealed envelope. The District will provide HRA checks as approved on a monthly basis. All claims must be presented to the Business Administrator by the 5th of each month

23.2 Dental Care Plan

- (a) The Board agrees to provide for the duration of the contract, at no cost to the employee, the United Concordia Flex Dental Care Protection Program, providing for services covered under the "Basic Program" and including services covered under the "Supplemental basic Rider", and three (3) additional riders are provided.
- (b) Rider 2 Prosthetics; Rider 3 - Periodontics; Rider 4 - Orthodontics, Such coverage will include the employee, their spouse, and dependent children. In the event that there are two professional employees married and working in the District, the Board will double the coverages on Rider 3 and Rider 4 to the limits of the Agreement.
- (c) In the event the Basic Program and/or Supplemental Basic Rider and additional riders are discontinued by the insurer,

the Board will provide for similar or revised coverage equal to the coverage provided in these plans.

23.3 Vision Plan

The District will provide Highmark Branded Fashion Advantage Gold Vision Plan-Option 1 for the employee, employee's spouse and dependents. In the event the Highmark Branded Fashion Advantage Gold Vision Plan – Option 1 is discontinued by the insurer, the District will provide for similar or revised coverage equal to the coverage provided in this plan.

23.4 Prescription Drug Program

The District will provide the Blue Shield Prescription Drug Program, or a comparable plan, to employees, employee's spouse, and dependent children. An identification card for use at pharmacies will be supplied for each employee with an \$8 Generic/\$40 Brand co-payment for retail and \$15 Generic/\$70 Brand co-payment for mail order. In addition, mandatory mail order refills will be imposed for maintenance drugs after the initial thirty-day retail supply.

23.5 Term Life Insurance

The Board agrees to provide for the duration of this Contract, at no cost to the employee, a Fifty Thousand Dollar (\$50,000) Term Life Insurance Plan for all employees (including part-time). The Board reserves the right to select the insuring company, and in the event any of the aforementioned is discontinued by the insuring company, the Board will provide similar or revised coverage with another company.

23.6 Additional Benefits

Any additional employee insurance benefits (life, medical, dental, drug prescription, per example) negotiated by any other bargaining unit representing full-time employees and approved by the Board during the term of this Contract will be extended to employees covered by this Agreement, the effective date of these new benefits to be the same date recognized by the other bargaining units.

23.7 Cadillac Tax

In the event the Affordable Care Act or other state or federal legislation would imminently result in a tax upon the health

insurance plan provided to the Association Members, the District and the Association agree to immediately declare the Insurance provision of this Agreement open for negotiation. In the event the District and the Association cannot reach an agreement within ninety (90) days that would result in a health care plan that has no tax implications, the District and the Association agree to submit to arbitration as permitted by the terms and conditions of this agreement so as to ensure that the health care plan has no tax implications.

24. BENEFITS AND HOURS OF WORK

24.1 FOOD SERVICE PERSONNEL

- (a) Food Staff Coordinators will work an eight (8) hour shift, which includes a forty-five (45) minute lunch.
- (b) The normal work day for the Cook will be a seven (7) hour shift, with a thirty (30) minute lunch. Cooks are only required to work when students are in session (i.e. they are not required to work nor will they be paid for Act 80, In-Service or snow days)
- (c) Part Time Food Service work days and hours will be determined by Administration or Superintendent.

24.2 CUSTODIAL AND MAINTENANCE PERSONNEL

A Utility Maintenance Equipment

- (1) Maintenance employees shall provide all reasonable and necessary tools required for performance of their duties within the School District.
- (2) The School District shall provide all "special tools" required by maintenance personnel, with a supplemental allowance provided to replace tools broken while being used to perform functions of the District.
- (3) No employee shall be required to use their personal vehicle for school business.

B Extracurricular Activities

One (1) custodian will remain in the building when a school activity is in progress. Shift employees will inform the building administrator, activity supervisor, athletic director and/or person in charge of the activity as to which custodian will be stationed in the building during the weekly activities. This can be done on a weekly or daily basis.

C Wages and Salary Provisions

Upon completion of the probationary period, full-time custodial employees will be paid \$8.57/hr. In the remaining years of the Agreement, the employees will receive the yearly increases as specified by the Collective Bargaining Agreement.

24.3 CUSTODIANS/UTILITY/MAINTENANCE DEPARTMENT

- A All full-time custodian employees will receive all benefits as designated in the previous sections of this Agreement.
- B Custodial employees shall be guaranteed and work five (5) days per week. For any Monday through Friday regular work assignment, seniority shall prevail in the assignment, eight (8) hours per day and forty (40) hours per week. Work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for at the total rate of one and one-half (1½) times the regular hourly rate. Employees must be on the job the full eight (8) hours (full-time employees) and forty (40) hours per week, except for the forty-five (45) minutes per day for lunch
- C All overtime shall be with the prior approval of the Superintendent or his designee. All overtime shall be posted in advance on a designated bulletin board. Interested employees shall sign up; however, overtime shall be awarded on the basis of seniority.
- D The normal work week for part-time employees shall be determined by Administration or Superintendent.
- E There shall be a differential in salaries for all (full-time and part-time) employees required to work the second and third shift as follows:

	2014-15	2015-16	2016-17	2017-18
Second	\$.25/hr	\$.25/hr	\$.25/hr	\$.25/hr
Third	\$.30/hr	\$.30/hr	\$.30/hr	\$.30/hr

24.4 TRANSPORTATION PERSONNEL

A Drivers

- (1) Newly Hired Drivers -may be compensated as follows:
Starting rate
CDL Drivers -may be \$15.00 per hour
Non-CDL Drivers -may be \$10.00 per hour
- (2) Compensation for AM/PM runs will be based on 4.00 hours, which includes a fifteen (15) minute credit for inspection of vehicles except for those with dual district employment where the combination of hours would regularly result in overtime shall receive compensation based on the negotiated hourly rate for daily runs totaling 4 hours.
- (3) Drivers whose driving time exceeds four (4.00) hours will be compensated for that time in excess of four (4.00) hours at the hourly rate of pay in effect for that year.
- (4) A full run (morning or afternoon) will consist of a minimum of two (2) trips, one for elementary students and one for secondary students. All drivers are subject to assignment by District Administration.
- (5) Regular drivers shall be used on regular runs when Mahanoy Area School District is in session. All student transportation by bus within a 100-mile radius (one way) shall be performed year round by Mahanoy Area School District bus drivers with the only exception being transportation of students by the Director of Transportation, when needed. When regular drivers are not available, the district reserves the right to contract bus services.
- (6) Student transportation by bus in excess of a 100-mile radius (one way) may be provided by either the Mahanoy Area School District bus drivers or a

contracted carrier. The decision will be at the discretion of the Superintendent or their designee.

- (7) To be available to partake in the activity driving, drivers must complete a full morning run or a full afternoon run. In emergency situations, the Supervisor may waive these rights.
- (8) All drivers must notify Director of Transportation by 5:30 am on the day of an absence.
- (9) When drivers are required to attend non driving activities such as a training, professional development, random drug testing, etc. employees will be paid \$7.50 per hour during that time.

B Activity Runs

- (1) Any non-CDL driver required to drive to an event/activity and remain onsite for the duration of the event/activity will be paid at the rate of \$8.50 per hour for each hour of layover time in excess of 2 hours.
- (2) Any CDL driver required to drive to an event/activity and remain onsite for the duration of the event/activity will be paid at the rate of \$10.00 per hour for each hour of layover time in excess of 2 hours.
- (3) Payment for after school programs: SHINE, Power Learning and other after school learning programs will be compensated at the driver's regular hourly rate, compensation for these runs will be paid at one (1) hour per event. This rate of pay may be adjusted based on grant funding levels.
- (4) Regular drivers shall be used year round "according to continuous seniority list" unless no regular drivers are available. When no regular drivers are available, the assignment is at the discretion of the Director of Transportation/Administrator.
- (5) The extra runs will be posted a week in advance, (when able), and drivers will not suffer a monetary loss as a result of losing their regular runs as a result of being assigned to activity runs.

C Physical Examination

The District will no longer reimburse an employee for a physical examination if the employee chooses to go to his/her own doctor. If the employee chooses to go to the school doctor, there shall be no charge to the employee for the physical examination.

D Vision Care

\$100/\$225- The Board agrees to reimburse Bus Drivers covered by this contract up to a maximum of \$100 for a vision examination and up to a maximum of \$225 for needed corrective lenses (does not include spouse or dependent children). Total in any two-year period may not exceed \$325 per bus driver. Bus drivers must submit the District approved reimbursement form along with a bill to the Employer. Proof of payment may include a copy of a cancelled check or a copy of an invoice marked paid by the vendor. The Bus Drivers will receive reimbursement following the next regular Board Meeting.

E Re-Certification

The District will provide the activity hourly rate of pay to drivers for the time attended at re-certification school and the re-certification of drivers. The District will also pay for all other fees or costs necessary for re-certification of drivers, including CDL licensing. Drivers must submit the District approved reimbursement form along with a bill to the Employer. Proof of payment may include a copy of a cancelled check or a copy of an invoice marked paid by the vendor. The Driver will receive reimbursement following the next regular Board Meeting.

F Certification

The District will agree to pay the cost of driver certification school while the driver is employed by the District and after the driver has been certified.

If the employee leaves the district any time within two years of receiving payment from the District for certification, the employee will be required to reimburse the District for all

costs. Employees will have one year from the date of separation to reimburse the total cost to the district.

G Bus Monitor

The minimum bus monitor starting salary is \$7.50 per hour. A work day for the bus monitor will be determined by the Administration or Superintendent.

H Crossing Guard

- (1) A work day for a crossing guard will be determined by the administration or Superintendent. The work year will coincide with the student's scheduled school year.
- (2) On days schools are closed to students and teachers for weather, crossing guards are not required to work.

24.5 SECRETARIES/ADMINISTRATIVE ASSISTANT/ATTENDANCE OFFICER

A A normal work day is defined as eight (8) hours with forty-five (45) minutes for lunch. From the close of school each year through the day before first teacher-in-service, a work day for secretaries is defined as six (6) hours with forty-five (45) minutes for lunch. Scheduled hours will be established to best serve the District.

B On days schools are closed to students and teachers for weather, secretarial staff is not required to work.

C Reimbursement for Credits

- (1) In the event secretarial staff should decide to improve him/herself by attending college or business school, the Board of School Directors will reimburse for up to nine (9) undergraduate credits in the business or education field per school year. Pre-approval must be given by the Superintendent. Forms will be provided by the Office of the Superintendent. Credits will be reimbursed at a rate equal to the standard Pennsylvania State College credit tuition.
- (2) The full-time employee requesting reimbursement for credits must provide proof of having taken and successfully passed the course (Grade B or better). One hundred percent (100%) reimbursement will be

paid for Graduate Course Credits taken for which a grade of at least a B is earned. One hundred percent (100%) reimbursement will be paid for Undergraduate Course Credits for which a grade of A is earned and fifty percent (50%) reimbursement will be paid for Undergraduate Course Credits taken for which a grade of B is earned. Such reimbursement shall be made to the employee within thirty (30) calendar days subsequent to presentation to the employer of receipt and/or proof of completed training.

- (3) If employee leaves within two years of reimbursement, the employee will pay back 100% of their tuition paid and if the employee leaves within three years of reimbursement, the employee will back 50%. Employees will have one year from the date of separation to reimburse the total cost to the district
- (4) In the event the school district would make available credit courses at the expense of the district, the reimbursement per credit hour would not be paid for these credits to those full time employees who enroll in these courses.

24.6 ASSISTANTS/AIDES/OTHERS

A. Special Education Teaching Assistant

- (1) While employed in the role of a Special Education Teaching Assistant, it is a condition of your employment to maintain your status of Highly Qualified. In order to comply with this requirement, all Special Education Teaching Assistants must attain and document at least twenty (20) hours of staff development each school year (July 1st through June 30th)
- (2) All Special Education Teaching Assistants are considered part-time employees. The work year for Special Education Teaching Assistants will coincide with the teacher work year, unless modified by the Director of Special Education and/or the Superintendent.
- (3) A work day for Special Education Teaching Assistants will be determined by Administration or Superintendent.

- (4) On days schools are closed to students and teachers for weather, special education teaching assistants are not required to work.

C. LIBRARY AIDE/NURSE AIDE/STUDENT AIDE

- (1) The Library, Nurse, and Student Aides are all considered part-time employees.
- (2) The work year for the Library, Nurse, and Student aides will coincide with the teacher work year.
- (3) The work day for the Library, Nurse, and Student Aides will be determined by the Administration or Superintendent.
- (4) On days schools are closed to students and teachers for weather, the Library, Nurse, and Student aides are not required to work.

25. DURATION

The term of this Agreement shall begin July 1, 2014, and shall continue in full force and effect until June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 4th day of MARCH, 2016.

In the presence of:

Mahanoy Area School District

Mahanoy Area Education Support Personnel Association

By: Jay Hanley
President

By: Judith Ann M. Nelson
President

By: Nancy Boyle
Secretary

By: Nancy A. Mroczka
Secretary