

A CONTRACT AGREEMENT

Between

CHARTIERS VALLEY SCHOOL DISTRICT

and the

SECURITY, POLICE, FIRE PROFESSIONALS OF AMERICA

July 1, 2020 – June 30, 2025

IT IS THE POLICY OF THE CHARTIERS VALLEY SCHOOL DISTRICT NOT TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, GENDER, RELIGION, MARITAL OR PARENTAL STATUS, NATIONAL ORIGIN, AGE, OR HANDICAP IN ITS EDUCATIONAL AND VOCATIONAL PROGRAMS, ACTIVITIES, SERVICES, FACILITIES, OR EMPLOYMENT POLICIES AS REQUIRED BY TITLE IX OF THE 1972 EDUCATIONAL AMENDMENTS, TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED, SECTION 504 REGULATIONS OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 204 REGULATIONS OF THE 1984 CARL D. PERKINS ACT OR ANY APPLICABLE FEDERAL STATUTE.

FOR INFORMATION REGARDING PROGRAMS, SERVICES, ACTIVITIES AND FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY HANDICAPPED PERSONS, OR FOR INQUIRIES REGARDING CIVIL RIGHTS COMPLIANCE CONTACT:

THE HUMAN RESOURCE DEPARTMENT
CHARTIERS VALLEY SCHOOL DISTRICT
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CHARTIERS VALLEY SCHOOL DISTRICT

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ARTICLE I
PREAMBLE

This Agreement, entered into this _____ day of _____, 2020 effective July 1, 2020, by and between the Board of School Directors of the Chartiers Valley School District, hereinafter called the "Board" or "District", and the Security, Police, Fire Professionals of America, Local 502, hereinafter called the "SPFPA".

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II
RECOGNITION

- A. The Board hereby recognizes the SPFPA as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification Order under Act 88 at Case No. PERA-R-07-88-W.

ARTICLE III
NO STRIKE - NO LOCKOUT

- A. It is understood and agreed that there shall be no strike as that term is defined under the Public Employee Relations Act Number 195 and Act Number 88 during the life of this Agreement.
- B. The District will not engage in any lockout during the life of this Agreement.

ARTICLE IV
NO DISCRIMINATION

- A. Both the District and the SPFPA agree not to discriminate against any employee on the basis of race, creed, color, national origin, age, sex, handicaps, political affiliation, or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act Number 195 or in violation of the Chartiers Valley School District policy noted in the beginning of this Agreement.
- B. Unless otherwise provided herein the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa if applicable.

ARTICLE V
MANAGEMENT RIGHTS

It is understood and agreed that the District, in its sole discretion possesses the right, in accordance with applicable laws, to manage all operations including the directions of the working force; the elimination of positions; the creation of positions; and the right to plan, direct, and control the operation of all equipment and other property of the District, except as modified by this Agreement.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Facilities

The SPFPA may make written application for the use of school facilities to conduct meetings in compliance with the Board Policy on Facilities Usage. Use of the building shall not be permitted during work hours.

B. Release Time

Whenever the District in its discretion schedules a meeting with an employee(s) or an SPFPA representative during regular working hours to discuss matters of mutual concern, such employee(s) or representative shall suffer no loss of pay.

C. Use of School Office Equipment

The SPFPA may, with the permission of the respective building principals, use the school office equipment when such equipment is not otherwise in use. The SPFPA shall compensate the District for all materials and supplies incidental to such use at a cost per copy established by the District's Business Office and applied to the general public.

D. Bulletin Boards

The SPFPA shall have the right to reasonable use of designated bulletin boards in all buildings. Copies of all materials posted shall be given to the building principals. All posted materials shall be kept current.

E. Mail Delivery

The SPFPA shall be permitted to use the inter-school mail service for the distribution of printed materials provided it does not interfere with regular school mail. No printed materials shall be distributed unless it has been approved by signature of the SPFPA president.

ARTICLE VII
EMPLOYEE RIGHTS

A. Just Cause

No employee shall be reprimanded, disciplined, suspended, discharged, or reduced in rank or compensation, without just cause.

B. Limitation of Responsibilities

No employee shall be required to assume the responsibilities of a professional employee. This shall include being required to perform any type of health service or to assume any responsibilities of a nurse, except those clerical duties of dispensing Band-Aids and notifying parents in the event of illness or injury of a student when a nurse is not on duty in the building or in compliance with the District's crisis management program.

C. Personnel File

No material of a disciplinary nature shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge, by signature, that he has reviewed the material, and may include in the file a rebuttal to said material.

D. Required Meetings or Hearings

When an employee is required to appear before the Superintendent, the school board, or a committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his salary or benefits, except where health, safety, or other considerations requiring immediate action, said employee shall be given prior written notice of the reasons for such meeting, and shall be entitled to have representatives of the SPFPA present to advise and represent him during such meetings or interviews.

E. Safe Working Conditions

Should an alleged unsafe condition occur, the president of the SPFPA and the Superintendent of schools, or his designee, shall confer and attempt to mutually resolve the situation. District judgment shall prevail.

ARTICLE VIII
JOB AND ASSOCIATION SECURITY

Increases / Reductions

The increase or reduction of bargaining unit positions shall be accomplished consistent with Article V, Article VII, A, and Article X, C of this Agreement.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is hereby defined as a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

2. Workday

A “workday”, for the purpose of this Agreement, is defined to mean the calendar days of Monday through and including Friday, except where any of these days is observed by the grievant as a holiday.

B. Purpose

The purpose of this procedure is to obtain, at the earliest possible step, 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.

C. Procedure

Step 1 - Informal Conference

An employee(s) with a grievance shall request a meeting with the immediate supervisor(s) within five (5) workdays after its alleged occurrence.

The immediate supervisor(s) shall within five (5) workdays thereafter convene, at mutual convenience, a meeting for discussion and resolution. The grievant(s) shall present a written grievance at that meeting. Participants shall be the grievant(s), the Association president, and the immediate supervisor(s).

If the grievance has not been satisfactorily resolved through the informal meeting, the immediate supervisor(s) shall provide a written response within five (5) workdays of the meeting. If the response is unsatisfactory, the SPFPA shall submit the grievance within five (5) workdays to Step 2 of this procedure. If the SPFPA does not proceed with the grievance within the time limits described within Step 2, and no time extension has been mutually agreed upon, the grievance shall be considered withdrawn and resolved.

Step 2 - Administrator Level

If the grievance is not resolved at Step 1, the written grievance shall be submitted within five (5) workdays to the Human Resource Director. Within five (5) days of receiving the appeal, a meeting will be held with the grievant in an attempt to resolve; within five (5) days of this meeting, the Human Resource Director will provide a written decision.

Step 3 - Superintendent of Schools

If the grievance is not resolved at Step 2, or in the case of a grievance affecting a group or class of employees, the written grievance shall be submitted to the Superintendent on the form provided by the District. This appeal must be filed with the Superintendent within five (5) workdays after a decision from Step 2 is due, or within five (5) workdays of its alleged occurrence for a group grievance. Within five (5) workdays after receiving the appeal, the Superintendent or his designee will meet with the parties in an attempt to resolve the grievance. The Superintendent or his designee, within five (5) workdays of his meeting with the parties shall give his written decision. If the SPFPA does not proceed with the grievance to Step 4 within the time limits described in that step, and no time extension is mutually agreed upon, the grievance shall be considered withdrawn and resolved.

Step 4 - Arbitration

- a. If the grievance is not resolved at Step 3, the SPFPA may appeal to arbitration within ten (10) workdays after the Superintendent's decision is due to the SPFPA. A request for arbitration may be initiated by the SPFPA serving upon the District a notice in writing of its intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one remains. The district shall strike the first name. The person remaining shall be the arbitrator.
- b. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine this decision solely to the application and interpretation of the Agreement. The decision or award of the arbitrator shall be final and binding.
- c. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

D. Copies of Grievance Records

Each side to a grievance shall be entitled to three copies of all documents used in the proceedings, and of endorsements of dates, times, and recipients' signatures required above. Said documents shall be made available prior to arbitration. All documents, communications and records dealing with the grievance process shall be filed in a separate grievance file, and shall not be filed in the personnel file of any participant.

E. Time of the Essence

Time periods as specified shall be of the essence in each instance, unless extended in writing by agreement, and failure to comply with same shall be deemed conclusively to constitute acceptance of the circumstances as they exist, with prejudice, i.e., without right by the same grievant to review or renew the same issue on the same circumstances.

F. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

G. Miscellaneous

1. The SPFPA shall have the right to attend every grievance hearing on all matters covered in this Agreement.
2. A grievance may be withdrawn by the SPFPA or by the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to any future grievance.
3. The settlement of any grievance shall state whether or not any precedent is set; i.e., it may or may not regulate future relationship between the SPFPA and the District.
4. The District may notify an aggrieved employee of its decision by certified mail sent to the employee's last known address, and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.
5. Any individual employee or a group of employees shall have the right at any time to present grievances to the District, and to have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and provided further, that the SPFPA has been given an opportunity to be present at such adjustment.

ARTICLE X
SENIORITY AND WORK FORCE CHANGES

A. Definitions

1. Unit Seniority means an employee's length of continuous service to the District in the SPFPA bargaining unit from his initial date of hire (or rehire after a break in service). Employees shall accrue seniority in the Unit based on the employee's regularly scheduled days of work in the year with one (1) year of seniority based

upon the scheduled days worked per Article XII - B. Employees who are on an approved leave of absence equal in length to the employee's regularly scheduled school year will not accrue seniority for the year of absence. Employees who are on an approved leave of absence for a partial school year will accrue seniority for that portion of the year in which they work (prorated seniority). Unit seniority shall prevail for all portions of this Agreement based upon "seniority".

2. District Seniority means an employee's length of continuous service to the District in all bargaining units from his initial date of hire (or rehire after a break in service). Employees shall accrue seniority in the District based on the same criteria as 1 above. District seniority shall prevail for retirement, benefits, and any portion of this Agreement based upon total continuous service to the District.

B. General

1. Break in Service means the cancellation of accrued seniority and all associated rights. Break in service shall occur upon:
 - a) Normal retirement
 - b) Resignation from bargaining unit position
 - c) Separation for just cause
 - d) Failure to report for work within five (5) days when recalled from layoff status. Such failure shall constitute cause for dismissal.
 - e) Abandonment of position as evidenced by unexcused absence of more than (3) consecutive workdays; such abandonment shall be equivalent to just cause for dismissal; however, absence due to legitimate circumstances beyond the employee's control shall not be considered unexcused provided the employee reports the circumstances to his or her immediate supervisor as soon as possible.
 - f) Absence for any reason in excess of twenty-four (24) months, even a work-related injury covered by workers compensation.
2. Notice of dismissal pursuant to 1(d) and 1(e) above shall be given by certified mail, return receipt requested, to the last official address provided by the employee to the District. Such notice shall simultaneously be provided to the President of the Association. The employee must initiate any challenge to such action by submitting a written grievance to the Superintendent within seven (7) calendar days of receipt of such notice.
3. District accrued seniority after layoff shall be frozen but not lost for a period of up to twelve (12) months from the date of layoff.
4. Employees rehired after any break in service shall begin as new employees without any credit for prior service.
5. Seniority Lists showing District and category seniority shall be published by the District by October 15 of each year. Employees shall have thirty (30) calendar

days thereafter to file written grievances at the Superintendent level of the grievance procedure.

6. New Employees shall be on a probationary basis for the first sixty (60) calendar days of employment and shall enjoy no benefits or protection of this Agreement, other than wages, until completion of probation. The District shall have the right to retain or dismiss such employees during probation in its discretion. In the event an employee is retained, seniority shall revert back to the date of hire.
7. Names of new employees shall be provided to the SPFPA within the first ninety (90) calendar days of employment.

C. Work Force Changes

1. Categories:

The following Categories are established for purposes of lay-off, bidding, and hiring in the order indicated:

Category A: Full-Time (teacher calendar) Employees

Category B: Part Time (less than teacher calendar) Employees

2. Increase in Force caused by a need for additional manpower to fill vacant, Board approved positions, shall be accomplished per the guidelines in 5 below.
3. Reduction in Force (Layoff) caused by elimination of position shall be accomplished as follows: Affected employees shall have the right first to bump employees with less seniority within their Category; second, to bump any employee with less District seniority occupying a position in a lower category (A being highest and moving down to B). In no event shall an employee be permitted to bump up. Any affected employee may elect layoff. No new employees shall be hired until all employees on layoff have been recalled to the same or lower category.
4. Reassignment and Redistribution of Positions. The District has the right each year to determine where each bargaining unit position will be located within the District each year. The District shall develop a list of position locations for the year by August 10 of such year, and the list shall be posted in specified areas in all school buildings for five (5) workdays. Copies of all postings shall be sent to the SPFPA President. Employees interested in a particular location shall submit a bid for such location during the five (5) calendar day period. Bids shall be awarded based on seniority. An employee who is not awarded a particular location based on seniority shall choose a different location, and shall be assigned based on seniority. The filling of each location shall be accomplished at a single meeting of affected employees. Once a location is accepted by an employee, the location of the position and the assignment of such employee to the position may not be changed for the remainder of the work year. Notwithstanding the above, the District may request, and the Association may approve, an emergency request for a location change at any time. Any new employee is to be trained and once training is completed at all positions the new

employee shall be assigned after bid progression based on seniority and shall remain at the assigned location for the remainder of the work year.

5. Vacancies occurring for any reason shall be posted in all school buildings for five (5) workdays when the District decides to fill the vacancy. Copies of all postings shall be sent to the SPFPA President and placed in specified areas in all work locations in each building within the District. The District shall also provide the names of all internal bidders, if requested, to the SPFPA President and/or her designee. The posting shall include all qualifications necessary in the opinion of the District, minimum hourly wage as defined by the agreement, and scheduled number hours worked for the position and building location of the position. Employees interested in the position shall make written application during the five-day period. The District may fill the position on a substitute basis for no more than 32 calendar days. If the position is posted during the 32 day period, the District may use a substitute for an additional fifteen (15) calendar days in order to facilitate the awarding of the position. The following procedure shall apply:
 - a. Employees bidding on a vacancy within category shall be transferred, in order of category seniority, to the vacancy. Additional resultant transfers shall be accomplished at a single meeting of affected employees in that category.
 - b. Any vacancy not filled by lateral transfer within category shall be awarded to the "qualified applicant", from the next lower category, with the greatest District seniority. The individual shall have a thirty (30) workday trial period to demonstrate satisfactory performance in the new position in the opinion of the immediate supervisor. The District shall only be required to have one thirty (30) workday trial period per vacancy. During the trial period, the District may backfill with a substitute. The successful bidder shall be placed as the least senior employee within the new category, but former category seniority shall be frozen.
 - c. An employee who is not successful by the conclusion of the trial period may return to his/her original position. Any employee may voluntarily return to his/her original position at any time during the trial period with a one-day notice. In such event, the District shall award the position to the next most senior qualified applicant in the original bid. Employees opting to return to prior positions shall not be entitled to bid on subsequent vacancies for a period of six months.
 - d. Employees awarded any vacant position shall generally be placed in the newly awarded position within thirty (30) calendar days of the award. The District may, at its discretion, delay the placement of the successful bidder in the newly awarded position beyond the thirty (30) calendar day period. However, the new wage rates, when appropriate, will be paid to the successful bidder beginning on the thirty first (31st) calendar day following the award.
 - e. Once a vacant position is awarded as set forth above, the District may, at its discretion, post subsequent vacancies immediately.
 - f. Vacancies posted for five (5) days with no bidders may be awarded to external applicants.

6. Vacancies will be posted and employees shall bid by building. The Primary School (PS), Intermediate School (IS), Middle School (MS) and High School (HS) shall each be a separate building. All employees who work within a building (PS, IS, MS or HS) shall be utilized on any assignment within that building and all employees assigned to a particular building will rotate among all assignments within that building.
7. The District shall have the right, in the cases of emergency, as defined by the District's Crisis Management System, to temporarily transfer employees from their regular building assignment to another at its discretion.
8. When the District institutes new equipment or technologies, training shall be provided by the District for employees in the positions affected.

ARTICLE XI

DISCIPLINE AND DISCHARGE

A. Discipline

1. The Board shall have the right to discipline or discharge for just cause. Progressive disciplinary measures shall include the following:
 - a. Oral reprimand, then
 - b. written reprimand, then
 - c. suspension (reason to be given in writing, with a copy to the Association). Suspensions may be one, three or five days, then
 - d. demotion, transfer, or discharge
2. The above sequence of discipline will not apply where the cumulative discipline record shown by disciplinary measures described above, or seriousness of the offense, warrants more severe measures by the Board, including immediate discharge. Serious offenses shall include but not be limited to the following:
 - a. Theft and/or embezzlement
 - b. Falsification of records
 - c. Violation of health and safety regulations
 - d. Drug violations or convictions
 - e. Any other conduct which would constitute grounds for dismissal under Section 514 of the Pennsylvania School Code of 1949, as amended.

B. Discharge

1. The Association shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration, at the request of either party.

2. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the Board shall be given credit for all monies earned or received by the employee during his suspension, which he/she would not otherwise have received.
3. The above article shall not apply to any employee who has not successfully completed the probationary period. Such employee may be discharged at any time without reason.

ARTICLE XII HOURS OF WORK

A. Regular Hours

The regular hours of work each day for full time employees shall be consecutive except where otherwise mutually agreed upon between the parties.

B. Work Year

1. The work year for Category A employees shall be the same as the number of days the teachers are actually in attendance unless extended by the District or reduced by the District due to a work stoppage, a change of schedule, or other conditions beyond the control of the District. In that event employees shall also work the same number of days as the teachers are in attendance.
2. The District may extend the work year up to a maximum of 210 days but any days beyond the teacher attendance days shall not be mandatory. The District will solicit employees for these days in seniority order.
3. Category B employees may work less than the number of teacher/attendance days and only as scheduled by the District.
4. For purposes of accumulated paid time off, the year will be the fiscal year, July 1 to June 30 of the subsequent calendar year.

C. Work Week

1. The normal work week for Category A employees shall consist of five consecutive work days. The "work week" for purposes of this Agreement is hereby defined to begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.
2. Category B employees may work less than the number of days in a normal work week and only as scheduled by the District.

D. Work Day

1. The normal workday shall be eight (8) hours in length, shall include a twenty-minute, duty-free lunch period, and a fifteen minute break.
2. Employees scheduled to report to work and who do report to work prior to cancellation for inclement weather shall be entitled to a minimum of the lesser of their normally scheduled hours of four (4) hours pay. Notice will be provided by a system designated by the District for other employees.
3. Employees will be offered work opportunities for special events. "Special events" are defined as events beyond the normally scheduled teacher day or teacher week. They include, but are not limited to, open house, evening activities, meetings, etc. Work opportunities will be offered on a voluntary basis and solicited as follows:
 - a. The District will first offer work at "special events" to the employee(s) assigned to the building in which the special event occurs.
 - b. Should the employee(s) at the building refuse the work, or should additional employees be required, the District will solicit the balance of the employees District-wide in rotating seniority order.
 - c. Each event occurring on separate days shall be solicited independently; multiple events occurring on the same calendar day will be solicited simultaneously with the senior employee selecting his assignment first and continuing down by seniority.
 - d. In the event of insufficient qualified volunteers to meet the needs of the District, the District shall have the right to either:
 - 1.) Force the junior person to accept the assignment (on an emergency basis only). Should this occur on multiple days, the District may force, in a rotating junior order, thereby preventing the least senior person from being forced to work every occurrence; or
 - 2.) Offer the work to non-bargaining unit personnel.
 - e. The District may, from time to time, be required to utilize constables or municipal police at large athletic or extracurricular events. District employees may be asked to augment that force but there is no guarantee of work.
 - f. "Special Events" shall be deemed to start 30 minutes before the scheduled time at which members of the public attending the Special Event are permitted to enter the building for such event.

E. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. All contractual days paid time off (bereavement and sick) will be paid based upon the employees scheduled work day defined above.

F. Temporary Project Employee

Temporary Project Employee shall refer to those employees hired to perform routine bargaining unit work for assignments of limited duration. Such projects may include summer details when students and teachers are not present and beyond the maximum 210 days which the District can require.

Temporary project employees may be assigned to work up to a full eight (8) hours for a cumulative duration not to exceed 90 work days per person in any twelve-month period. This limitation shall not apply to regular bargaining unit employees filling temporary project positions. The number of such employees/positions, the time and maximum duration of such positions, and the general nature of the work to be accomplished, shall be determined by the District in advance.

Temporary project positions will be posted for five (5) days. The posting shall include the nature of the work, the hours, and the maximum duration of the position. Any employee from within the bargaining unit will be eligible for such positions. In the event that a bargaining unit employee is the successful bidder for a temporary project position, the District shall have the right to replace the bargaining unit employee with a substitute for the duration of the temporary project position. The successful bidder may not return to his or her regular position for the duration of the temporary project position. The posted rate of pay for the temporary project position shall remain in effect for the duration of the position. The District has the right to establish rates of pay provided such rates are at least equal to Category A rates of pay.

ARTICLE XIII **SICK LEAVE**

A. Sick Leave Allowance

1. Category A employees shall be granted eight (8) paid sick leave days per year.
2. Category B employees shall not be granted paid sick leave.

B. Eligibility

Eligibility for sick leave benefits will begin after completing a satisfactory work performance for a period of sixty (60) days for new hires. Employees hired after January 1 will accrue sick days for the balance of that work year at the rate of one per month.

C. Certification

1. All sick leave days shall be certified by the employee and endorsed by the immediate supervisor on the District approved attendance control system. In addition, a physician's certificate may be required if an employee is absent for five (5) or more consecutive days. However, the Superintendent or his designee may require such certificate sooner in individual cases where sick leave abuse is

suspected. Refusal to submit said certificate as required will result in loss of pay for those days.

2. Employees who request FMLA or Board approved medical leaves of absence will be required to provide a physician's certification in compliance with DoL/FMLA Guidelines.

D. Sick Leave Reporting

No paid sick leave shall be granted unless the employee's immediate supervisor, or his designee, is notified at least two hours before the employee's regularly scheduled starting time on the first day of the absence. The employee must state the number of days he intends to be off or he will be required to report off each day individually per the requirements of this section.

E. Accumulation

Accumulation of unused sick days will be unlimited for use as sick leave. Any number of accumulated sick leave days may be used at any one time. Employees shall be notified as to their accumulated sick leave days no later than October 15.

F. Incentive

Category A employees shall receive a twenty-five (\$25) dollar payment for any quarter [nine (9) week period] in which they have no days absent from work. Quarters shall be calculated to coincide with the current student grading periods. In no event shall any employee receive more than the twenty-five (\$25) dollar payment for any quarter as described herein.

Employees using no sick leave in a given year shall be credited with an additional personal day to be used in the following year. Such personal days are not cumulative and must be used within the year granted.

G. Changing Classification/Category

If an employee bids or is moved into a category that is not eligible to receive sick leave under this provision, such employee shall lose entitlement to all such sick leave days. No such employee will accumulate additional sick leave days. These employees will also be entitled, upon severance or retirement, to payment for unused and accrued sick leave time consistent with Article XV.C.4.

ARTICLE XIV
LEAVES OF ABSENCE

A. Personal/Emergency Leave

1. Category A employees shall be granted three (3) paid personal business/emergency leave day per year and these shall not be cumulative.
2. This day shall not be used immediately prior to or following a holiday, absent circumstances acceptable in the Superintendent's discretion.
3. Unused personal days will be converted to sick leave effective July 1 of the succeeding fiscal year.

B. Bereavement

This section (B. 1, 2) shall apply to all employees covered by this Agreement.

1. Death in Immediate Family

Leaves of absence in case of death in the immediate family are authorized with full pay for a period not in excess of three work days, up to and including the day of the funeral. Members of the immediate family are defined as father, mother, brother, sister, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home at the time of death.

2. Death of Near Relative

A leave of absence with pay for the day of the funeral is authorized in case of the death of a near relative. A near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

C. Child Rearing

Employees may be granted an unpaid leave of absence for up to one year inclusive of childbearing for the purpose of child care or child rearing. Such leave shall be consistent with applicable state and federal laws and/or rules and regulations and subject to Board approval.

Leave shall commence on a date determined by the employee and attending physician. The employer shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave.

The employer shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within a reasonable period of time in advance of return from leave. Upon return from leave, the employee shall be returned to the same or similar position assigned prior to the leave.

D. Family Medical Leave Act

The District will at all times maintain a policy or policies of Family Medical Leave consistent with and required by the Family Leave Act of 1993.

E. Jury Duty

Employees covered by this Agreement who are called for jury duty will be reimbursed for the difference between their established rate of pay and compensation received for such jury duty upon presentation of proof of service and monies received.

F. Military Leave

The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to military service and associated leaves of absence.

**ARTICLE XV
FRINGE BENEFITS**

A. Insurance

1. Health Care (Hospitalization/Physician's Services/Major Medical)

a. Category A Employees. The District will make available to eligible Category A employees a Health Care Insurance Program as described below.

- i. Individual health care insurance shall be provided, at no cost to the employee, through the Allegheny County School Health Insurance Consortium (ACSHIC) Standard HMO Plan. Changes made to the HMO Standard Plan by the ACSHIC will become the Standard Plan.
- ii. Employees will receive health care insurance for all levels beyond individual (employee plus spouse, employee plus children, employee plus family) at the following rates:

<u>Work Year</u>	<u>Percentage of Monthly Premium Paid by District</u>	<u>Percentage of Monthly Premium Paid by Employee</u>
2020-2021	80%	20%
2021-2022	80%	20%
2022-2023	85%	15%
2023-2024	90%	10%
2024-2025	90%	10%

- iii. In the event the ACSHIC makes available a comparable, alternate, plan with lower premium costs, that plan will be the Standard Plan offered to the eligible employees; if more than one plan is available, the lowest premium cost plan will be designated for use as Standard. The employee may choose another health care plan as provided by paying the difference

in the monthly premium over and above the percent of premium being paid as described in "ii" above.

- iv. The District retains the right to change insurance providers. Should a competitor create a benefit design which costs less than the ACSHIC Standard HMO Plan while being comparable in benefit and network, the District may adopt the alternative. Any savings derived by such a move shall be divided in the following proportions:
 - 33% to be retained by the District; and
 - 33% to be retained by the employees enrolled; and
 - 34% to be placed into a fund, the sole purpose of which is to defray future increases in health care insurance costs.
- v. Any Category A employee who chooses to drop his / her health care insurance as defined above shall receive the following incentive:
 - Individual Coverage: \$100/month
 - Any Other Coverage: \$250/month

The employee must provide proof of coverage from another source in order to be eligible for this buyout. In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of child, or other event recognized by the insurance carrier as catastrophic or significant change), the employee may return to his / her coverage effective the month after notice is given the District.
- vi. When a Category A employee resigns, retires, or has his/her employment relationship with the District terminated for any reason, that individual's health care coverage will terminate with that employee's departure.
- vii. Category B employees are ineligible for this coverage; however, they may purchase this or any other auxiliary health care coverage offered through the District at a cost equivalent to the premium being paid by the District, if approved by the provider.

2. Dental Insurance

- a. Category A employees eligible for dental insurance shall be provided, at no cost to employee, family coverage through the ACSHIC Standard Plan including riders A and C. The employee may purchase riders B and D at the cost equivalent to the premium being paid by the District. Changes made to the Standard Plan by the ACSHIC will become the Standard Plan. Category B employees may purchase the dental insurance at a cost equivalent to the premium being paid by the District, if approved by the provider.
- b. When a Category A employee resigns, retires, or has his/her employment relationship with the District terminated for any reason, that individual's dental coverage will terminate with that employee's departure.

3. Vision Care Insurance

- a. Category A employees eligible for vision care insurance shall be provided, at no cost to the employee, family coverage through the ACSHIC Standard Plan. Changes made to the Standard Plan by the ACSHIC will

become the Standard Plan. Category B employees may purchase the vision care insurance at a cost equivalent to the premium being paid by the District, if approved by the provider.

- b. When a Category A employee resigns, retires, or has his/her employment relationship with the District terminated for any reason, that individual's vision care coverage will terminate with that employee's departure.

4. Life Insurance

The District shall provide to Category A employees, at no cost to the employee, \$30,000 group life insurance. This insurance is subject to the insurance company's standard reduction schedule which is based upon the age of the insured. This benefit may be converted by the individual upon his/her resignation or termination.

5. Long Term Disability (Sickness and Accident)

The District shall provide to Category A employees, at no cost to the employee, both short and long term disability income insurance under the terms and conditions stated in the District's disability policy. This benefit ceases upon the resignation or termination of the Category A employee.

6. Worker's Compensation

When an employee's absence is due to injury incurred in the course of employment, the District will pay such employee the difference between his/her salary and Workers' Compensation for a maximum period of up to one (a) year. Accumulated sick leave is not available to employees during the first year of Workers' Compensation. Accumulated sick leave may be used beyond the one (1) year period but may not be used in conjunction with the Workers Compensation benefit and salary differential paid out as described within this paragraph.

7. Flexible Spending Accounts/Section 125 Plan

- a. The District will provide, as permitted by the Internal Revenue Code, Sections 403(b)3, 403(b)7, and 457(b) plans, or such options as may, from time to time become available to provide tax-sheltered savings options as necessary to comply with IRS provisions. Providers must be qualified per Board policy.
- b. The District has adopted an IRS Section 125 Plan to protect employee premium contributions to the extent possible, consistent with, and subject to all applicable statutes and regulations as the same may be amended from time to time.
- c. The District will provide, as permitted by IRS Code, unreimbursed medical and child care spending accounts for employees to pay these expenses with tax -- sheltered dollars at no cost to the District (the cost shall be

borne by those employees who are voluntarily participating) and subject to open enrollment periods.

- d. All members of the bargaining unit who meet the eligibility requirements will receive termination/severance pay through a tax-sheltered plan.

B. Description to Employees

The District shall make available a description of the above-listed insurance programs as soon as possible in the school year. The District shall also make available a list of all voluntary payroll deduction programs at least once each school year.

C. Severance Pay

1. Employees eligible to retire under the Pennsylvania Public Employee Retirement System, or any employee who voluntarily resigns after fifteen (15) years continuous service in the District, shall be entitled to receive \$20.00 per day for each year accumulated unused sick leave day.
2. The maximum number of accumulated unused sick leave days for payment under this provision shall be limited to 150.
3. Employees discharged for cause shall not be entitled to this benefit.
4. This Article shall apply only to bargaining unit employees eligible to accumulate sick leave days.

D. Limitation of Liability

The school district's responsibility under this Article is limited to the payment of necessary premiums to purchase the benefit plans described herein. The school district has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits. Further, any such action on the part of the insurance carrier shall not be attributable to the school district or be considered a violation of this collective bargaining agreement. Under no circumstances is the school district responsible for payment of benefits under this Article.

No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedure set forth in the Agreement, except an allegation that the District has failed to pay the premiums required to purchase the benefit plan.

ARTICLE XVI
COMPENSATION

A. Salaries and Wages

1. The minimum new hire rate for new employees is established at \$12.00/hour effective July 1, 2020 for each classification.

2. All employees shall receive a pay increase of 2.0% in 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025 (with the exception that any new hires shall receive the rate listed in A.1. above for the year of hire). Notwithstanding the above, any 2019-2020 employee whose hourly rate for 2020-2021 after application of the 2.0% pay increase would be less than \$12.00/hour shall receive an additional pay increase in an amount necessary to cause such employee's hourly rate for 2020-2021 to equal \$12.00/hour. By way of example only, an employee who earned \$11.50/hour in 2019-2020 shall receive a pay increase of \$.50/hour to cause such employee's hourly rate in 2020-2021 to equal \$12.00/hour [$\$11.50 \times 2\% = \$.23$, $\$11.50 + \$.23 = \11.73 ; $\$11.73 + \$.27 = \12.00 /hour].

Notwithstanding the above, new hires shall receive the rate listed in A. 1 above for the year of hire.

B. Work Experience Credit

Employees beginning employment between July 1 and December 31 of the year shall be given credit for a full year's work on July 1 of the following year. Employees beginning employment between January 1 and June 30 of the year shall be given no credit for work experience as of July 1 of that year.

C. Travel Expenses

Employees shall not be required to use personal vehicles for school business; however, upon agreement, all such use shall be reimbursed on a per mile basis the maximum permitted by Internal Revenue Service regulations and established by the Business Office.

D. Other Work

Employees not regularly scheduled to work in their category shall be offered the opportunity to perform any and all bargaining unit work for which they are qualified prior to substitute employees. This preference of offer shall extend to summer work. Employees working within their classifications shall receive the applicable classification rate.

E. Special Events

Employees who work special events per Article XII will be compensated at time plus one half for all hours worked in excess of forty (40) in the workweek. Employees scheduled to work special events per Article XII and who do report to work the special events prior to notice being given of cancellation of the special event shall be entitled to two (2) hours pay. The two (2) hours' pay will be compensated at time (employee's regular pay rate).

F. Holiday Pay

1. Employees required to work on July 4th, Christmas Day, New Year's Day, Memorial Day, and Thanksgiving Day will be compensated at a rate of double time.
2. Employees required to work on other recognized District holidays will be compensated at a rate of time plus one-half. These days include: Day after Thanksgiving, Christmas Eve Day, Day after Christmas, New Year's Eve Day, Good Friday, Easter Monday and School Picnic Day.

G. Training

Employees who attend mandatory training and meetings outside their regularly scheduled hours will be compensated for all hours in attendance.

H. Overtime

Employees will be compensated at time plus one-half for all hours worked in excess of forty (40) in the work week. Probationary employees shall not be eligible for overtime during the period of probation unless such overtime is first offered to non-probationary employees.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. For the duration of this Agreement, the District shall deduct each month Union dues or an equivalent service fee and promptly remit same to the SPFPA for those employees whose written and signed authorizations are received by the District. Such authorizations shall be valid only if submitted on one of the forms established by the SPFPA. The amount to be deducted shall be certified to the District by the SPFPA, and the deduction shall be made from the pay accruing to the employee on the last day of each month. The District shall transmit such deduction, monthly, to the SPFPA, together with an itemized statement of current employee members, by check by the tenth day of the month following said deductions.

B. Maintenance of Membership

Any employee who on the effective date of this Agreement has joined the SPFPA, or who joins the SPFPA in the future, must remain a member for the duration of this Agreement with the proviso that any such employee may resign from the SPFPA during a period of fifteen (15) days prior to the expiration date of this Agreement. The employee shall send a letter of revocation to the District with a copy to the SPFPA.

C. Hold Harmless

The SPFPA shall indemnify and hold the District harmless against any and all claims, suits, or judgments brought or used against the District as a result of any action arising out of Section A or B of this Article.

- D. If any legal action is brought against the school district as a result of any actions it is requested to perform by the SPFPA pursuant to this Article, the SPFPA agrees to provide for the defense of the District at the SPFPA's expense and through counsel selected by the SPFPA. The school district agrees to give the SPFPA immediate notice of any legal action brought against it and cooperate fully with the SPFPA in the defense of the case. If the school district does not cooperate fully with the SPFPA, any obligation of the SPFPA to provide a defense under this article will cease.
- E. The SPFPA agrees in any action so defended to indemnify and hold the school district harmless for any monetary damages the school district might be liable for as a consequence of its compliance with this section; provided that there will be no indemnification for any damages resulting from any act of willful misconduct on the part of the District or any failure by the District to properly perform its obligation under this article.
- F. In the event that these indemnification and defense clauses would be declared invalid, the obligation of the school district pursuant to this article shall cease and desist.

G. Training and Certification Requirements

1. All employees will be required to maintain certification in cardiopulmonary resuscitation (CPR), basic First Aid, and the use of automatic electronic defibrillators (AED). Employees may attend certification courses on their own outside the District, for which they will not be compensated, or courses offered through the District free of charge (the District will absorb the cost of all courses presented through the District and compensate attendees per this agreement).
2. Employees will be required to obtain and retain all appropriate certification requirements necessary for the performance of their job as determined by the District with input from the SPFPA. The District will absorb the cost of all certification requirements which it determines necessary for the employee.
3. Employees will be required to participate in all crisis response programs and training required by the District.

H. Copies of Agreement

Copies of this Agreement shall be produced by shared costs with District and SPFPA after agreement on format. The agreement shall be made available to all employees.

I. Compliance

There shall be no agreement with individual employees in the bargaining unit except as permitted by Act 195. Any individual contract between the Board and an individual

employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

J. Uniforms

When employees are required to wear uniforms, such uniforms shall be selected and provided by the District. Each employee required to wear a uniform shall be entitled to an annual uniform allowance of up to \$350. When such uniforms are provided and required, employees must wear the uniforms and maintain the cleanliness and repair of such uniforms.

K. Physical Examination and Tests

The District may require employees to be examined by a physician as permitted by the School Code. The employee may elect to use the services of a physician designated by the District, or the employee may elect to be examined by a physician of the employee's choosing. The cost of said examination shall be absorbed totally by the District if the employee is examined by a physician designated by the District. In cases where the employee selects the physician, the District will absorb that portion of the cost that the District would normally pay had the employee been examined by a District-designated physician. Employees who elect to be examined by a physician of their choosing may have their results verified by the District-designated physician.

Employees will be asked to perform up to the physical requirements of the position. Those who cannot may be examined by a physician to determine whether or not they can fulfill the duties of the position.

Employees may be subject to random drug and alcohol testing requirements. The District will designate and schedule such tests.

The District will require prospective employees to be examined by a physician as permitted by the School Code. The prospective employee may elect to use the services of a physician designated by the District, or by a physician of the prospective employee's choosing. Upon completion of thirty (30) calendar days of employment the District will reimburse the employee up to fifty (\$50) dollars for such examination. In no event will any reimbursement exceed the amount the District would spend for an examination by its own designated physician. After thirty (30) calendar days of employment with the District employees shall be reimbursed for the cost of any necessary clearances (to include but not be limited to Act 34 and Act 151 clearances) that were a requirement of employment or required for continued employment.

L. Savings Clause / Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the SPFPA and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent

jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. 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 state or federal regulations.

M. Waivers

This contract covers the entire settlement and agreement between the parties for issues mentioned therein and shall not be added to, subtracted from, or modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Should new issues, not herein addressed, come up from time to time, the parties agree to meet and discuss and/or bargain an appropriate resolution. Said resolution shall be without prejudice to either party for past situations.

N. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions(s) of this Agreement, either party shall do so by certified letter at the following addresses:

1. SPFPA to Board:
Board of School Directors
Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh, PA 15220-1699
2. Board to SPFPA:
President
Security, Police, Fire Professionals of America, Local 502
c/o current work location

AGREEMENT OF RATIFICATION

The Chartiers Valley School District and the Security, Police, Fire Professionals of American, Local 502, have reached agreement on a contract.

The contract covers the entire settlement and agreement between the parties and shall not be added to, subtracted from, or modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

In witness whereof the parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunder affixed their hands and seals.

CHARTIERS VALLEY SCHOOL DISTRICT

SECURITY, POLICE, FIRE PROFESSIONALS OF AMERICA

President Date

President, SPFPA Local 502 Date

Superintendent Date
Date

Vice-President, SPFPA Local 502

Secretary Date
Date

President, CVSD SPFPA

RATIFIED BY:

Security, Police, Fire Professionals of America, Local 502, _____, 2020.

Chartiers Valley School District Board of School Directors, _____, 2020.