

AGREEMENT

This Agreement is entered into this 21st day of December, 2015, by and between the Board of Education, hereinafter called the "Board", of the East Stroudsburg Area School District, hereinafter called the "District", and the East Stroudsburg Area Education Support Professional Association, hereinafter called the "Association."

ARTICLE I - 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 - DEFINITIONS

For the purpose of this Agreement, regular part-time employees shall be defined as bargaining unit employees regularly scheduled to work the equivalent of less than five (5) hours per day, five (5) days per week on a regularly scheduled basis, or the equivalent of less than twenty-five (25) hours per week. Temporary employees, temporary part-time employees and substitutes shall not be included in the bargaining unit.

Temporary and temporary part-time employees are understood to be those employees who are working in a foreknown specifically temporary position. Substitutes are understood to be those employees filling in for an absent bargaining unit member.

ARTICLE III - RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment by the Board for regular full-time or part-time Educational Support employees including but not limited to: bus drivers; business office personnel; cafeteria aides; cafeteria cooks; cafeteria workers; custodians; front desk receptionists; health room nurses; information technologists; maintenance workers; mechanics; paraprofessionals; secretaries; student aides and study hall monitors; excluding, however, all administrative employees, managerial employees, supervisory employees, professional employees, administrative assistants, school police officers, security personnel and crossing guards.

ARTICLE IV - WAGES AND HOURS

The wages and hours of all bargaining unit employees covered by this Agreement are set forth in Appendix "A" and Appendix "B", which are attached hereto and made a part hereof.

- A. For the purpose of calculating accrued leave time, which shall include but not be limited to sick and vacation leave, accrual and use shall be calculated on hours earned and hours used based upon a bargaining unit employee's primary assignment.

- B. Bargaining unit employees and newly hired employees covered by this Agreement shall be eligible for increases in salary according to the following conditions:
 - 1. Effective July 1, 2015, bargaining unit employees' salaries will be increased from their 2014-2015 salaries by \$.50 per hour.

 - 2. Effective July 1, 2016, bargaining unit employees' salaries will be increased from their 2015-2016 salaries by \$.50 per hour.

 - 3. Newly hired bargaining unit employees' initial hiring-in salary in each year of the Agreement is on Appendix "B". After completion of their ninety (90) day probationary period, and for each year thereafter, those employees will receive salary increases for their appropriate classification, as stated above in Paragraphs 1 and 2 above. Bargaining unit employees who were reassigned into a different position will not receive a salary increase until they have satisfactorily completed their ninety (90) day probationary period. Upon satisfactory completion of the probation period and for each year thereafter, those employees will receive salary increases for their appropriate classification, as stated in Paragraphs 1 and 2 above.
 - a. The District may extend the probation period based on a less than satisfactory job performance appraisal.

 - b. In the event the District extends the probation period, the bargaining unit employee must receive a satisfactory rating of their job performance appraisal in order to be eligible for a salary increase. In this instance, the salary increase will be effective the date of the

satisfactory job performance; the salary increase will not be retroactive.

C. Retroactivity

1. Retroactivity will be prorated for those bargaining unit employees who have retired from the District after June 30, 2015 until the Agreement was ratified on December 9, 2015.
2. To receive retroactivity, an individual must be employed and working for the District at the time of the contract ratification on December 9, 2015.
3. Current bargaining unit employees shall receive retroactivity from July 1, 2015 until the time of the pay period reflecting the new pay scales are in effect.

ARTICLE V - GRIEVANCE PROCEDURE

- A. In the event a grievance arises between the parties, or between the Board and any bargaining unit employee covered by this Agreement, as to the interpretation of any of the provisions of this Agreement, the grievance shall be handled in accordance with the following procedure:

Step 1 – The grievant who has a grievance shall discuss the issue in question first with his/her immediate supervisor/administrator in an attempt to resolve the matter informally at that level. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) business days from the time when the grievant knew or should have known of its occurrence.

Step 2 - If, as a result of this discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) business days, he/she shall set forth his/her grievance in writing to the appropriate supervisor/administrator responsible for the matter being grieved on a form provided by the Board, a copy of which is attached as Appendix "D". The supervisor/administrator shall communicate his/her decision to the grievant in writing within ten (10) business days of receipt of the written grievance. Copies of the supervisor's response will also be provided to the Association.

Step 3 - If the grievance is not resolved satisfactorily in the foregoing step, the grievant may appeal the decision within ten (10) business days of its receipt, to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and specify the grievant's dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter within ten (10) business days, if practical. The Superintendent shall communicate his/her decision in writing to the grievant. Copies of the Superintendent's response will also be provided to the Association.

Step 4 - If the grievance is not resolved satisfactorily in the foregoing step, the grievant may request a review by the Board of the Superintendent's decision. The request must be made within ten (10) business days of receipt of the decision in the foregoing step and shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward same to the Board. The Board or a committee thereof shall review the grievance and render a decision to the grievant in writing within thirty (30) business days of its receipt of the grievance. Copies of the Board's response will also be provided to the Association.

- B. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, and have the right to be present and to present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of the decision rendered by the Superintendent and the Board.
- C. Disputes or grievances arising from the interpretation of the provisions of this Agreement, which have not been resolved satisfactorily in the foregoing steps of the grievance procedure, may be submitted by the Association and/or District to arbitration. If arbitration is requested, the Association shall notify the Board within ten (10) business days of receipt of the Board's decision in Step 4 of the Grievance Procedure. Grievances concerning any matter not specifically part of this Agreement, or any matter for which a specific method of review is prescribed by law, or any regulation of the State Secretary of Education, or any matter which according to law is either beyond the scope

of the Board authority or limited to action by the Board alone, shall not be deemed to be arbitrable.

- D. The following procedure shall be used to secure the services of an arbitrator:
1. A joint request by the Association and the District will be made to the Bureau of Mediation requesting a list of persons qualified to function as an impartial arbitrator in the dispute in question;
 2. If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the Bureau of Mediation to submit a second list of names; and,
 3. If the parties are unable to agree upon a mutually satisfactory arbitrator after exhausting the second list, either party may request, within ten (10) calendar days of receipt of such list, the Bureau of Mediation to designate an impartial arbitrator.
- E. The arbitrator shall limit himself/herself to interpretation of the Agreement, and shall not add to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE VI - LEAVING THE BUILDING

Any bargaining unit employee must seek the permission of the principal or immediate supervisor to leave the building or job during work hours (not including scheduled lunch and breaks). All bargaining unit employees must sign out and sign in when leaving the building or job when leaving for occasions other than scheduled lunch and breaks.

ARTICLE VII - TIME CLOCKS

The District may install time clocks for job assignments where direct supervision is not readily available. Bargaining unit employees shall utilize time clocks to clock in at start of their work assignment, and out at the end of their work assignment.

ARTICLE VIII - DIRECT DEPOSIT

All bargaining unit members will receive their pay by direct deposit.

ARTICLE IX – HOLIDAYS

A. The recognized paid holidays for all full-time twelve (12) month bargaining unit employees are as follows:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
*Friday after Thanksgiving Day	*Martin Luther King Jr. Day
*Monday after Thanksgiving Day	*Presidents' Day
Workday before Christmas Day	*Good Friday
Christmas Day	Memorial Day
	Fourth of July

Cafeteria cooks and workers shall receive holiday pay at their regularly worked hours for each of the above named holidays that fall between the beginning and the end of the school year.

*An alternate day will be provided by the District if pupils are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

To be eligible for holiday compensation, a bargaining unit employee must work or be on District approved personal, sick or vacation leave, the workday prior to and the workday immediately following the holiday.

B. Bargaining unit employees, who have received proper authorization from the District, who work on any of the paid holidays except Labor Day, shall be paid at straight time plus double time (3x). Labor Day shall be paid at straight time plus time and one-half (2.5x). Bargaining unit employees, who have received proper authorization from the District, who work on Sundays shall be paid a total of two (2) times their regular pay except those workers whose regular schedule includes Sunday shifts shall be paid at straight time.

- C. Holidays, including winter and spring recess, for full-time business office personnel, information technologists and secretaries, shall be in accordance with the School Calendar, without loss of pay and benefits. To be eligible for holiday and winter/spring recess compensation, a full-time business office personnel, information technologist or secretary must work or be on District approved personal, sick or vacation leave, the workday prior to and the workday immediately following the holiday and winter/spring recess. Part-time secretaries shall not be entitled to holiday pay, including winter and spring recess.
- D. Full-time business office personnel, information technologists and secretaries shall follow the School Calendar with respect to District authorized severe weather/emergency school cancellations without loss of pay and benefits. At the discretion of the District, in the event an individual building(s) has a District authorized severe weather/emergency school cancellation, full-time business office personnel, information technologists and secretaries shall work their regular workday and may be required to report to a different location.
- E. In the event of District authorized delays or early dismissals that occur during the bargaining unit employee's regularly scheduled workday, and at the discretion of the District, business office personnel, cafeteria aides, cafeteria cooks and workers, front desk receptionists, health room nurses, information technologists, paraprofessionals, secretaries, study hall monitors and student aides may report to work at a later time and/or be released prior to their regularly scheduled workday without loss of pay and benefits.

ARTICLE X – VACATIONS

- A. All full-time twelve (12) month bargaining unit employees are entitled to vacation with pay on the following basis: one (1) week of vacation after one (1) year of service; two (2) weeks of vacations after (2) years of service; three (3) weeks of vacation after six (6) or more years of service; seventeen (17) days of vacation after ten (10) or more years of service in the school district.
- B. Newly hired full-time twelve (12) month bargaining unit employees, working less than a full year (July 1 to June 30), shall be entitled (according to the following schedule), after July 1, to paid vacation, which shall be taken after the close of the then current fiscal year.

If employment begins between these dates: _____ The bargaining unit employee shall be entitled to the following workday vacations: _____

March 1 through April 30	1 day
January 1 through February 28 or 29	2 days
November 1 through December 31	3 days
September 1 through October 31	4 days
July 1 through August 31	5 days

- C. Part-time (12 month) bargaining unit employees shall be granted a pro-rata share of vacation benefits based on the number of months worked per year and the hours worked per day.
- D. In the event of voluntary resignation, bargaining unit employees covered by this Agreement will receive any accrued vacation pay to which they are otherwise entitled. No vacation pay shall be required to be paid if a bargaining unit employee is discharged for cause.
- E. Vacation earned must be taken between July 1 and June 30 of each contract year, and may not be accumulated from year to year. Up to five (5) vacation days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.
- F. Human Resources will distribute vacation forms and calendars to each bargaining unit employee to complete and return through his/her immediate supervisor. Bargaining unit employee requests for specific vacation dates made during this time will be honored on a seniority basis, if management determines that the functioning of the District will not be impaired by honoring such requests. The bargaining unit employee will be notified prior to July 15th of each year of the approval of his/her vacation. Once approved, this vacation will not be denied. Any vacation not requested prior to the beginning of the new contract year will be approved on a first-come, first-served basis, with vacation approved by July 15th, as described above, taking precedence over all other requests.

- G. Vacation with pay for bus drivers covered by this Agreement shall be computed on the basis of the number of hours normally scheduled to be worked per day equal to one (1) day of vacation (for a 6 hour employee 1 day = 6 hours, for a 7 hour employee 1 day = 7 hours, and for an eight (8) hour employee 1 day = 8 hours). Vacation is earned at a rate of one (1) day per year of service, with a maximum of fifteen (15) earned days. In addition to the number of vacation days earned, bus drivers shall receive two additional vacation days that will be prorated if the bargaining unit employee does not work a full school year. Vacation must be used when school is not in session or on Act 80 days.
- H. Vacation with pay for cafeteria workers and cooks covered by this Agreement shall be computed on the basis of the number of hours normally scheduled to be worked per day equal to one (1) day of vacation (for a 4 hour employee 1 day = 4 hours, for a 6 hour employee 1 day = 6 hours, etc.). Vacation is earned at a rate of one (1) day per year of service with a maximum of fifteen (15) days. Vacation must be used when school is not in session.
- I. Vacation with pay for paraprofessionals and health room nurses covered by this Agreement shall be computed on the basis of the number of hours normally scheduled to be worked per day equal to one (1) day of vacation (1 day = 7.5 hours). Vacation is earned at a rate of one (1) day per year of service with a maximum of fourteen (14) days. Vacation must be used when school is not in session.
- J. Vacation with pay for cafeteria aides, front desk receptionists, student aides and study hall monitors covered by this Agreement shall be computed on the basis of the number of hours regularly worked per week by the given bargaining unit employee. In each year of the contract, one (1) day of vacation will be added to the individual's total allotment at the end of each school year. Maximum amount of vacation to be awarded any individual in any given year is fifteen (15) days based on years of service to the District. This vacation must be taken when school is not in session.
- K. Bargaining unit employees may take vacation in quarter hour increments.

ARTICLE XI - PERSONAL LEAVE

- A. Full-time bargaining unit employees will be granted up to three (3) days of personal leave of absence with reasons unnecessary. Reasonable notice of this request for personal leave must be given to the appropriate supervisor. During the first year of employment,

full-time bargaining unit employees will be granted one (1) personal leave day for each four (4) full months completed.

- B. Part-time bargaining unit employees will be granted up to two (2) days of personal leave of absence with reasons unnecessary. Reasonable notice of this request for personal leave must be given to the appropriate supervisor. During the first year of employment, part-time bargaining unit employees will be granted one (1) personal leave day after four (4) full months of employment.
- C. Bargaining unit employees will carry over to the following fiscal year, a maximum of two (2) unused personal leave days. Any remaining unused personal leave days will be added to the bargaining unit employee's sick leave accumulation in the following fiscal year.
- D. Personal leave will not be granted at the start of or at the end of the school year nor will it be granted if it extends a regularly scheduled school holiday, provided that such personal leave requests may be granted at the discretion of the supervisor or principal.
- E. Bargaining unit employee absences, for personal reasons, will be limited to no more than five per cent (5%) rounded to the nearest whole number, of the District's bargaining unit employees, in any of the classifications herein represented, on any one day. Approval will be made in order of receipt of requests.
- F. Bargaining unit employees who choose to be absent from work, who may not use vacation or other types of leave, or who choose not to use other types of usable leave, shall, during the period of absence, be charged for the cost of health premiums for the time absent. This charge is in addition to the loss of earnings for that period of time.
- G. Bargaining unit employees may take personal leave in quarter hour increments.

ARTICLE XII - SICK LEAVE

- A. Ten (10) Month Bargaining Unit Employees- At the beginning of each new school year, full-time ten (10) month bargaining unit employees covered by this Agreement will be credited with ten (10) days of sick leave according to their daily hourly assignment. Any unused days of sick leave remaining at the end of a given year, shall be credited as

additional days of sick leave for the following year, and shall be cumulative, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.

At the beginning of each new school year, part-time ten (10) month bargaining unit employees covered by this Agreement will be credited with five (5) days of sick leave according to their daily hourly assignment. Any unused days of sick leave remaining at the end of a given year, shall be credited as additional days of sick leave for the following year, and shall be cumulative, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child..

Administration may require bargaining unit employees to furnish a doctor's excuse at the bargaining unit employee's expense, if the employee is absent three or more consecutive days or, in the opinion of the Administration, a pattern of sick leave abuse is indicated.

Administration may require a bargaining unit employee to furnish a doctor's excuse at the bargaining unit employee's expense if the employee is absent due to illness the workday prior to, or immediately following a holiday as defined in Article IX – Holidays if a pattern of abuse is indicated..

- B. Twelve (12) Month Bargaining Unit Employees – At the beginning of each new fiscal year, full-time-twelve (12) month bargaining unit employees covered by this Agreement will be credited with twelve (12) days of sick leave according to their daily hourly assignment. Any unused days of sick leave remaining at the end of a given year, shall be credited as additional days of sick leave for the following year, and shall be cumulative, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.

At the beginning of each new fiscal year, part-time twelve (12) month bargaining unit employees covered by this Agreement will be credited with six (6) days of sick leave according to their daily hourly assignment. Any unused days of sick leave remaining at the end of the year, shall be credited as additional days of sick leave for the following fiscal year, and shall be cumulative, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.

Administration may require bargaining unit employees to furnish a doctor's excuse at the bargaining unit employee's expense, if the employee is absent three or more

consecutive days or, in the opinion of the Administration, a pattern of sick leave abuse is indicated.

Administration may require a bargaining unit employee to furnish a doctor's excuse at the bargaining unit employee's expense if the bargaining unit employee is absent due to illness the workday prior to, or immediately following a holiday as defined in Article IX – Holidays if a pattern of abuse is indicated..

- C. All bargaining unit employees are required to give at least a two (2) hour notice when utilizing a sick day. The District shall provide all bargaining unit employees with a procedure for sick day notification that includes a central phone number. Only one form of notification will be required. A pattern of failure to provide such notice may provide a basis for disciplinary action.
- D. Any full-time bargaining unit employee covered by this Agreement, who begins employment after the start of their normal contract year, shall be credited with one (1) sick leave day for each full month of work completed.
- E. A day of sick leave for bargaining unit employees shall be equal to the number of daily hours normally worked. Bargaining unit employees may take sick leave in quarter hour increments.
- F. Unused sick leave at retirement, for full-time bargaining unit employees, shall be paid at the following rates:

2014-2015	\$46.00/day
2015-2016	\$46.00/day
2016-2017	\$46.00/day

Part-time bargaining unit employees shall be paid at a pro-rata share based on the number of hours regularly worked.

This money shall not be construed to apply to final average salaries for purposes of retirement. Only those bargaining unit employees who are eligible for retirement according to PSERS are eligible. Written notice of retirement must be made prior to January 1 of the applicable year. However, the Board may waive this requirement in special cases.

No additional sick days may be accumulated for the purposes of retirement reimbursement above 261 days for full-time and part-time twelve (12) month bargaining unit employees, and 184 days for full-time and part-time ten (10) month bargaining unit employees.

ARTICLE XIII - ATTENDANCE INCENTIVE

As an incentive for all bargaining unit employees to improve and maintain attendance at a high level and to forego unnecessary absence, the following monetary incentives will be paid:

- A. Full-time bargaining unit employees that utilize zero (0) days of sick leave for a full contracted school year, a monetary incentive in the amount of three hundred (\$300.00) dollars will be paid in the first pay period in July. Part-time bargaining unit employees that utilize zero (0) days of sick leave for a full contracted school year, an incentive in the amount of one hundred fifty (\$150.00) dollars will be paid in the first pay period in July.
- B. Full-time bargaining unit employees that utilize a total of not more than three (3) sick leave days for a full contracted school year, a monetary incentive in the amount of one hundred fifty (\$150.00) dollars will be paid in the first pay period in July. Part-time bargaining unit employees that utilize a total of not more than three (3) sick leave days for a full contracted school year, a monetary incentive in the amount of seventy-five (\$75.00) dollars will be paid in the first pay period in July.
- C. In both A and B above, employees who are absent due to suspension for cause will be ineligible for the incentive during the school year in which they have been suspended

ARTICLE XIV - MILITARY LEAVE

The provisions of the Pennsylvania School Code and applicable federal and state laws shall be deemed to apply in the case of leaves of absence for military service.

ARTICLE XV - BEREAVEMENT LEAVE

- A. Death of a Spouse, Parent, Child: Up to five (5) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Agreement for a

husband, wife, mother, father, son, daughter, step-father, step-mother, step-son or step-daughter. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

- B. Death of Immediate Family: Up to three (3) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Agreement. Members of the immediate family shall be defined as brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather or near relative who resides in the same household, or any person with whom the employee has made his/her home. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.
- C. Death of Near Relative: One (1) day leave of absence will be allowed without loss of pay and benefits by this Agreement in the event of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

ARTICLE XVI - JURY DUTY

Bargaining unit employees who are required to serve on jury duty or as a witness for the District shall be paid their regular pay and shall surrender to the District any compensation received for such jury duty.

ARTICLE XVII – CHILDREARING LEAVE

- A. Childrearing Leave without pay shall be equally available to the natural or adoptive parent of a newborn child, or an infant to the age of forty-eight (48) months, in the event of adoption. Childrearing leave shall be for a maximum period of one (1) calendar year. Whenever possible, written application for leave must be made at least sixty (60) days prior to the proposed effective date of leave. The Board must approve all leaves of absence.
- B. Return to service prior to the originally approved dates requires a written request sixty (60) days before the requested date of return, unless such period is waived, at the discretion of the Administration, in extenuating circumstances.
- C. Payment of premiums for life and health insurance may be made at the bargaining unit employee's expense, or, at the bargaining unit employee's option, by the Board to the

same extent that such premium payments are made for current active bargaining unit employees, provided that such benefit payments must be repaid to the District if the bargaining unit employee fails to return to full-time service for a period of at least equal to the length of leave.

- D. Sick leave for disabilities caused, or contributed to by pregnancy, prior to the date of the unpaid childrearing leave, may be utilized on the same basis as sick leave for any other disabilities.

ARTICLE XVIII – FAMILY AND MEDICAL LEAVE

The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), as amended. Neither the District nor the bargaining unit employee may waive the right to exercise any prerogative or right under the Act.

A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual bargaining unit employee.

ARTICLE XIX – WORK RELATED INJURIES

A bargaining unit employee who is absent due to injury on the job incurred in the course of an employee's employment, and who receives worker's compensation payments, shall have the option to continue on the payroll just as if he/she were reporting for his/her regular work assignment, and be paid the difference by the Board between any benefits received under Worker's Compensation and his/her salary. In such case, sick leave will be deducted on a pro rata basis. Alternatively, the bargaining unit employee may elect to utilize sick leave, and return all worker's compensation payments to the District. Sick leave under this option will also be deducted on a pro rata basis. Whenever possible, the injury must be reported to the school nurse or, in the absence of the school nurse, to the immediate supervisor or building administrator within twenty-four (24) hours. Notification can be done in person, via phone, or via email. Failure to do so may result in the claim being delayed or denied. The bargaining unit employee has the duty to obtain treatment for work-related injuries and illnesses, from one or more of the designated health care providers, for ninety (90) days from the date of the first visit to a designated provider. A list of such designated health care providers will be supplied to each bargaining unit employee.

A bargaining unit employee who has received more than one (1) year of full worker's compensation disability with a physician's statement that the employee cannot perform his/her

essential job functions, shall be discharged from his/her employment with the District. Consideration will be given to a bargaining unit employee's request for transfer to an available position the bargaining unit employee is qualified for and can perform the essential job functions.

ARTICLE XX - ASSOCIATION RIGHTS

A. Association Conferences

Absences with pay and benefits of up to the equivalent of thirty (30) aggregate employee workdays per fiscal year shall be allowed for bargaining unit employee representatives of the Association to attend Association conferences. Bargaining unit employees are required to complete the appropriate District paperwork and conference attendance is subject to the approval of the Superintendent or his/her designee.

B. Bulletin Boards/Mailboxes/Use of Facilities

- i. The Association shall have the right to use school mailboxes, as its officers deem necessary.
- ii. The Association may use bulletin boards in appropriate areas, as deemed appropriate by the building principal or applicable supervisor, for posting information of the Association.
- iii. The Association may have the right to use school facilities for the purpose of holding Association meetings, subsequent to submitting the appropriate paperwork and following District procedures for securing the facility.

C. Dues Deduction

The Board agrees to make payroll deductions of bi-weekly dues in the East Stroudsburg Area Education Support Professional Association, with the written authorization of each bargaining unit employee, and to forward the amounts deducted to said Association. The Association agrees to save the Board harmless from any claim, loss, or damage that may arise in connection with this Agreement. An authorization form is attached hereto as Appendix "C".

D. Fair Share

Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by law (Act No. 1988-84).

The Association agrees to extend to all non-members, whose classification is covered by this Agreement, the opportunity to join the Association.

If any legal action is brought against the School District, as a result of any actions it is requested to perform by the Association, pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense, and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

Notwithstanding anything herein to the contrary, full cooperation shall not be deemed to include the furnishing of any confidential, privileged or other records or information, the release or furnishing of which is prohibited or precluded by law.

The Association 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 Article; except, that it is expressly understood that this save harmless provision, will not apply to any legal action which may arise as a result of any willful misconduct by the School District, or as a result of the School District's failure to properly perform its obligations under this Article.

E. Maintenance of Membership

Bargaining unit employees who are members of the Association on the effective date of this Agreement, or who become members during its term, shall maintain their membership for the term of this Agreement by paying annual dues and assessments.

Bargaining unit employees may resign from membership in the Association fifteen (15) days prior to the expiration of this Agreement, which is the 30th day of June, in the year 2017.

F. Personnel File

No derogatory material will be placed in a bargaining unit employee's file, unless the bargaining unit employee has been given the opportunity to read the same and file an answer. A copy shall be provided to the bargaining unit employee at no cost.

G. Contents Available

A bargaining unit employee will be afforded the opportunity, upon request, to inspect his/her personnel file in the presence of the Superintendent or his/her designee, except for confidential material such as pre-employment information. The bargaining unit employee may request copies of non-confidential file materials at his/her own expense at fees established for copies of public records.

H. Mileage Reimbursement

The Board agrees to reimburse bargaining unit employees, who are required to drive their personal automobiles on approved school business, at the Internal Revenue Service established rate. Mileage is subject to completion of the appropriate District form and approval by the immediate supervisor and the Superintendent or his/her designee.

I. Seniority List

The District shall provide the Association seniority lists, no later than September of each year. These lists are to be divided by classification with the most senior member of the classification listed as #1, the next senior as #2, etc. Seniority will be calculated from the first date of employment as a regular full-time bargaining unit employee within the classification and will not include time worked as a day-to-day or long-term substitute. Ties in seniority shall be broken at the time of initial employment. With respect to ties in seniority only, the first tie breaker will be prior time worked as a long-term substitute within the classification, then by lottery conducted by the District.

ARTICLE XXI - PHYSICAL EXAMINATIONS

- A. The Board will pay the cost of any physical examinations required under Section 1418(c) of the School Code. This does not apply where a bargaining unit employee is required to furnish a certificate from a physician certifying as to his/her ability or inability to perform his/her duties, as in the case of sick leave.
- B. Should a bargaining unit employee elect to use his/her personal physician, the Board shall pay only that portion of the bill deemed to be customary and reasonable. In no case will the payments for such services exceed fifty (\$50.00) dollars per examination, or an amount equal to the rate paid to the District's physician, whichever is greater.
- C. Physical examinations for bargaining unit employees who are required to use a Commercial Driver's License (CDL) in the performance of their assigned duties will be performed by one of the school-appointed physicians at the District's expense.

ARTICLE XXII - PAYROLL DEDUCTIONS

- A. The District agrees to make payroll deductions for tax-sheltered annuities through one of the Board approved 403(b) vendors, the PA 529 College Savings Plan, the United Way, and the East Stroudsburg Education Foundation's Scholarship and General Funds. These deductions will be made only upon receipt of duly executed authorization forms.

- B. The Board will permit payroll deduction for tax-sheltered annuities for bargaining unit employees covered by this Agreement. All companies presently approved by the Board shall be permitted to solicit bargaining unit employees. Additional companies shall be authorized to solicit bargaining unit employees, only on petition from the Association and approved by the Board.

ARTICLE XXIII - ACTIVITY PASSES

Activity passes shall be granted to each bargaining unit employee and one (1) guest.

ARTICLE XXIV - TUITION REIMBURSEMENT

- A. The Board agrees to reimburse full-time bargaining unit employees covered by this Agreement for tuition only for college courses, registration fees for staff development, vocational/professional trainings, conferences, and workshops under the following conditions:
 - 1. The training, conference, workshop or college course must be related to the bargaining unit employee's job description and assignment.

 - 2. The training, conference, workshop or college course must be pre-approved (prior to registration) by the Superintendent or his/her designee, and shall be submitted on the form designated for that purpose.

 - 3. The request for college course tuition reimbursement must be accompanied by an official transcript showing successful completion of the college course and a receipt for tuition payment. ("Successful" shall be defined as maintaining at least a "B" average, with any "C" grade being balanced by an "A" grade in order to qualify for reimbursement.)

4. The reimbursement for registration fees for staff development, vocational/professional trainings, conferences and workshops shall be the actual cost of such fees documented by a receipt.
5. The reimbursement rate for tuition payment for successfully completed college courses (not to exceed nine (9) credits per fiscal year) shall be 100% of the tuition paid, or reimbursement amount specified in the agreement with the East Stroudsburg Education Association, whichever is less.

Tuition reimbursement for completed coursework shall be made within forty-five (45) calendar days after the submission of documentation by employee as defined in Item #3 above.

6. The Superintendent or designee shall have the right to limit the number of college credits attempted, conferences, workshops or vocational trainings attended by any one (1) individual in a given fiscal year.
7. Any bargaining unit employee, with between zero (0) and less than five (5) years of experience in the East Stroudsburg Area School District, who resigns from the District within four (4) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

<u>Reimbursement received during the prior number of months:</u>	<u>Percentage of Reimbursement owed back to the District</u>
12	100%
24	100%
36	100%
48	50%

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the bargaining unit employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the bargaining unit employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the bargaining unit employee.

8. Any bargaining unit employee, with between five (5) and ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the

District within three (3) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

<u>Reimbursement received during the prior number of months:</u>	<u>Percentage of Reimbursement owed back to the District</u>
12	100%
24	100%
36	50%

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the bargaining unit employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the bargaining unit employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the bargaining unit employee.

9. Any bargaining unit employee, with more than ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the District within two (2) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

<u>Reimbursement received during the prior number of months:</u>	<u>Percentage of Reimbursement owed back to the District</u>
12	100%
24	50%

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the bargaining unit employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the bargaining unit employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the bargaining unit employee.

10. Any bargaining unit employee, who is eligible for retirement according to PSERS and retires from the District, will not be required to reimburse the District for college credits taken no matter when the college credits were taken.

ARTICLE XXV - PROBATIONARY PERIOD

- A. Each new bargaining unit employee shall be considered probationary during the first ninety (90) workdays of employment. New bargaining unit employees may be terminated at any time up to the conclusion of the probationary period, at the discretion of the District.

Thereafter, the bargaining unit employee shall be considered a regular bargaining unit employee of the District and shall acquire seniority status back to the date of employment. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the bargaining unit employee.

- B. Permanent bargaining unit employees, that have transferred, shall serve a probationary period of ninety (90) workdays, which shall only determine whether the bargaining unit employee will be competent in the position. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the bargaining unit employee. Bargaining unit employees who are not successful in their new positions will return to their previous position, shall remain permanent bargaining unit employees, and shall not be subject to discipline or termination for failing to achieve permanent status in their new position.

ARTICLE XXVI - LIFE INSURANCE

- A. The Board agrees to pay the premium cost for group life insurance and group accidental death and dismemberment insurance for bargaining unit employees covered by this Agreement. Insurance shall be provided as follows:

\$50,000 – during each of the years of this Agreement

- B. New bargaining unit employees covered by this Agreement will not be provided with this insurance until they have successfully completed the ninety (90) day probationary period.

ARTICLE XXVII - HEALTH INSURANCE/RETIREEES

The Board agrees to pay the monthly premiums for health insurance for bargaining unit members who retire from the District through the Public School Employee Retirement system after July 1, 1983 (except as modified below), and who meets the following conditions:

1. Is age 60 or older with at least 25 years of service (of which at least 15 must have been with the East Stroudsburg Area School District); or,
2. Whose age plus years of service exceeds the sum of 83 while the retirement system 53/30 window is in effect, or 84 under the basic retirement system plan (of which at least 15 years of service must be in the East Stroudsburg Area School District.)

This coverage shall be provided for bargaining unit members only until the last day of the month prior to the month when said bargaining unit member reaches the age of Medicare eligibility. This coverage shall be provided at the same level of coverage that is in effect for other bargaining unit members covered by this Agreement. The bargaining unit member will be required to pay the difference between this individual coverage and any dependent coverage that he/she elects to carry in accordance with Board Policy #549.

ARTICLE XXVIII - DISABILITY INSURANCE

The Board agrees to pay the monthly premiums for a long term disability insurance plan that provides for a payment of sixty per cent (60%) of the bargaining unit employee's salary, with an elimination period of the greater of a bargaining unit employee's accumulated sick time or ninety (90) days with a maximum of \$5,000 per month, for each bargaining unit employee covered by this Agreement.

ARTICLE XXIX - VACANCIES

The District will post notices in an appropriate area, of all job vacancies that it desires to fill. Accompanying each notice will be a brief overview of the job description, and identification of location for each vacant position. Employees within the bargaining unit, who desire to apply for such vacancies, shall submit an application in writing to the person indicated on the notice, within the time limit specified in the notice. Up to five (5) senior bargaining unit employees in the same job classification, who submit the necessary application, will be considered for the announced position. Should one of these bargaining unit employees be selected to fill the position, resulting in a secondary vacancy, the filling of that vacancy, and any subsequent vacancies resulting by filling a position with current bargaining unit employees, shall not be controlled by this particular section of the Agreement. If a bargaining unit employee from the current staff is not selected as the individual to fill a vacancy, that person will be provided with information in writing as to why he/she was not chosen to fill the position. It is understood that the reason(s) for not being selected for the position will not be subject to the grievance procedure.

ARTICLE XXX - NEW SCHOOL OPENING, TRANSFERS AND INVOLUNTARY TRANSFERS:

- A. When the District opens a new school and staffs positions at that school from current bargaining unit employees, consideration shall be given to:
1. the overall needs of the District,

2. the desire of the employee to transfer,
 3. the years of experience (reverse seniority) within the bargaining unit employee's current classification.
- B. In the event a bargaining unit member is involuntarily transferred, for reasons other than disciplinary reasons, from one building to another, said bargaining unit member will have the right to transfer back to their former building if and when a position becomes available in the classification from which they were involuntarily transferred. In accordance with the current collective bargaining agreement, student aides are assigned to a student and must follow their assigned student through the student's progression within the District. Subsequent to a posted vacancy, bargaining unit members must submit a letter of intent to Human Resources stating their request to exert their right to transfer. Such right to return is rendered void once bargaining unit members exerts that right and is returned to their former building from which they were transferred or when such bargaining unit member is reassigned to a different classification.
- C. In the event that two (2) or more bargaining unit members in the same classification have been involuntarily transferred as listed above and only one (1) vacancy occurs, the bargaining unit member with the greatest seniority in that classification will be awarded the position. The remaining such bargaining unit member(s) will retain their right to transfer as positions become available.

It is understood that the reasons for transfers, except as noted in section "C" above, will not be subject to the grievance procedure.

ARTICLE XXXI - SENIORITY, LAYOFF AND RECALL

A. Definition and Guidelines

1. Seniority shall be defined as a bargaining unit employee's length of continuous service with the employer since the employee's most recent date of hire in a bargaining unit job. Seniority for part-time bargaining unit employees will be prorated.
2. In the event of a layoff or reduction in force, layoffs within a job classification shall be on the basis of seniority, provided that the remaining bargaining unit employees

are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.

3. A bargaining unit employee whose job is eliminated may bump the least senior bargaining unit employee in the same job classification or in another lower rated classification whose skills are wholly encompassed within the bargaining unit employee's current classification provided that bargaining unit employee is determined to be qualified for the position by the employer. A part-time bargaining unit employee may not bump a full-time bargaining unit employee, but may only bump into a part-time job with an equal or lower number of hours. Job assignment subsequent to the bumping process shall be at the discretion of the District.
4. Bargaining unit employees who are laid off shall retain their seniority until such time that they are recalled from layoff and decline to return to the District.
5. Seniority and all related rights under this Agreement shall be lost by a bargaining unit employee for any of the following reasons:
 - a. Voluntary quit or resignation.
 - b. Discharge.
 - c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
 - d. Retirement.
 - e. Failure to return from an approved leave of absence.
 - f. Absence for three (3) consecutive days without notifying the District, unless failure to do so is beyond the bargaining unit employee's control.
 - g. Failure to accept a job offering in the same classification.

ARTICLE XXXII - HEALTHCARE BENEFITS

The Board agrees to provide healthcare benefits for full-time bargaining unit members and their eligible dependents through a Preferred Provider Organization (PPO) delineated in the Plan documents published on the District's website at the date of signing of this Agreement by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the bargaining unit employees. However, the District shall not

be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws and regulations.

Full-time bargaining unit members who qualify for health care benefits will pay a premium share of forty (\$40.00) dollars per pay period (\$1,040 per year). This amount shall be pro-rated over bargaining unit employees pay periods if paid for less than twenty-six (26) pay periods per year but the total cost will not exceed the total cost of \$1,040 per year.

Part-time bargaining-unit members do not pay premium share, but will continue to pay the pro-rata cost of the premiums for health insurance based upon the current formula provided herein.

The Board agrees to pay the pro-rata cost of the premiums for heath/dental and vision insurance for part-time bargaining unit employees based upon the following formula:

HOURS WORKED	DISTRICT SHARE	EMPLOYEE SHARE
4 to 4.9	50%	50%
3 TO 3.9	40%	60%
2 TO 2.9	25%	75%
1 TO 1.9	0%	0%

Bargaining unit employees, who choose District healthcare insurance, and whose net wage (gross wage minus the employee premium contribution) declines as a result of the increased employee premium contribution, will be additionally compensated to offset the loss in their net wage.

The District shall adopt a 125 plan prior to any bargaining unit employee contribution toward healthcare benefits so that the employee contribution may be paid before taxes are deducted from the gross pay.

Retirees shall not contribute premium share toward the purchase of their healthcare benefits.

Bargaining unit employees who choose healthcare benefits will pay the following deductibles:

45

Healthcare Deductibles:

Calendar Year	In Network		Out of Network	
	Single	Family	Single	Family
2016	\$125	\$375	\$250	\$750
2017	\$250	\$750	\$500	\$1,500

Dental Insurance

The Board agrees to provide dental benefits for full-time bargaining unit members and their eligible dependents as delineated in the Plan documents published on the District's website at the date of the signing of this Agreement by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to bargaining unit employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

Vision Insurance

The Board agrees to provide vision benefits for full-time bargaining unit members and their eligible dependents as delineated in the Plan document published on the District's website at the date of the signing of this Agreement by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to bargaining unit employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

1. Each bargaining unit member or eligible dependent will be able to receive reimbursement from the District once every two (2) years for the twenty-five dollar (\$25) co-payment.
2. The bargaining unit member will submit to the District's Business Office, either the original vision provider's receipt or original vision provider's explanation of benefits if the vision service or corrective eyewear paid for was applicable to the co-payment.

3. Reimbursement for the bargaining unit member or eligible dependent co-pay will be made within thirty (30) calendar days after the second Board of Education meeting following submission of the documentation listed above in #2 to the business office.
4. The bargaining unit member will have six (6) calendar months after the date of service/purchase to submit the eligible receipts(s) or explanation of benefits as outlined above to the business office.
5. The total allowance for contacts under the current vision provider will be increased to \$150 per bargaining unit member and per his/her eligible dependents.

Premiums mentioned in this section actually refer to the COBRA rate (less the 2% administration fee) specified for each bargaining unit member due to the fact the District is self-insured and has no actual premium. Should the District end its self-insurance and decide to purchase premium-based insurance for its bargaining unit employees, and should this language remain in effect at such a time, the language shall revert to mean actual premiums paid.

Any other improvements in the health care benefits, i.e., hospitalization, vision plan, dental, prescription drug, etc., being provided to the East Stroudsburg Education Association as the result of negotiations in future contracts shall be incorporated into this Agreement, except for those non-health care benefits specifically covered elsewhere.

Should the Board of Education secure an alternate underwriter for the bargaining unit employees' hospitalization and dental insurance, separately or combined, the bargaining unit employee shall be guaranteed the following: (a) Equivalent and equal coverage on each and every provision contained in the appendix; (b) The appendix shall be the existing coverage and constitute the minimum; and, (c) The appendix shall change in accordance with the Plan guidelines. It is also guaranteed by the Board of Education, that no bargaining unit employee will suffer a loss and/or reduction in benefits by virtue of an alternate underwriter's waiting period or of existing illness disclaimers.

ARTICLE XXXIII - ACA EXCISE TAX

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence bargaining over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

If after sixty (60) days, agreement is not reached, the parties agree to submit the issue of how to reduce the premium to a level that falls below the excise tax to "last best offer" binding arbitration pursuant to Act 195. An arbitrator, selected from the Pennsylvania Bureau of Mediation (who would have been notified by the thirtieth day of negotiations) will issue a decision forty (40) days from the sixty-first (61st) day after the notice of the excise tax. This Agreement shall remain in effect until jointly removed by the Association and the District.

ARTICLE XXXIV - NO STRIKE/NO LOCKOUT

Neither the Association nor any of its members shall take part in any strike, as that term is defined in Acts 195 and 88, during the term of this Agreement. The Board will not lock-out the bargaining unit employees covered by this Agreement.

ARTICLE XXXV - SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE XXXVI - JUST CAUSE

No bargaining unit employee shall be disciplined or discharged except for just cause. Any bargaining unit employee asked to attend a meeting with a management representative, which the bargaining unit employee reasonably believes may result in discipline or discharge, shall be entitled to have an Association representative present at such meeting in accordance with applicable law. A bargaining unit employee, who is subject to discipline and/or discharge, may elect a hearing as provided by law or may file a grievance, but not both. In the event a grievance is filed, the bargaining unit employee will be required to sign a waiver of hearing before the Board. In the event the bargaining unit employee refuses to sign the waiver, the grievance shall be deemed withdrawn without the right to re-file and not be processed.

ARTICLE XXXVII - ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the Board and Association on all negotiable matters, and no additional negotiations will be conducted on any matters, whether contained herein or not, during the period of this Agreement. This Agreement shall not be

modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of the rights, responsibilities, or authority granted to it under applicable statutes. Nothing contained herein shall be construed to deny or restrict to any bargaining unit employee covered by this Agreement such rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Acts 195 and 88, or other applicable laws and regulations.

ARTICLE XXXVIII - DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2015 and shall continue in full force and effect until Midnight, June 30, 2017.

In witness whereof, the parties have caused this Agreement to be executed by their proper officers on this 21st day of December, 2015.

**EAST STROUDSBURG AREA
EDUCATION SUPPORT
PROFESSIONAL ASSOCIATION**

**BOARD OF EDUCATION
EAST STROUDSBURG AREA
SCHOOL DISTRICT**

PRESIDENT

PRESIDENT

APPENDIX "A"

A. Bus Drivers

1. All full-time bus drivers will be assigned to and will work and be paid straight time for either six (6), seven (7), or eight (8) hour days with the exception for Act 80 days. The seven (7) hour designation will become effective with the start of the 2014-2015 school year. No driver will be paid more than once for driving during the same hours for which he/she is paid.
2. Time one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
3. The school year for bus drivers shall be based on the student days on the school calendar(s) of the school(s) to and from which students are transported by each driver and will include up to three (3) days for staff development for a minimum of 178 days per year. In the event of an Act 80 day, drivers will be paid for the runs driven for students attending school. Runs for students not attending school, therefore not driven, will not be paid. Drivers whose regular runs are not driven on an Act 80 day will be eligible for extra runs. Extra runs will be assigned through the normal process on a seniority and overtime basis. The Act 80 day language shall become effective with the start of the 2014-2015 school year.
4. Regular runs are defined as any bus run scheduled to transport students to and from school.
5. Extra runs are defined as all unexpected work resulting from portions of regular runs requiring coverage when the regular driver is out. All available extra runs will be offered over the District radio each morning at approximately 7:00 AM. Interested drivers can call dispatch to be placed on the list of available drivers by approximately 7:30 AM. Extra runs will be awarded based on seniority with first consideration given to 6 hour drivers, then 7 hour and the 8 hour drivers by approximately 8:00 AM.
6. Trips are defined to include without limitation, field trips, athletic events or extracurricular runs, excluding regular runs and extra runs.
7. At the end of each school year in June, each driver will be given an opportunity to elect to continue to drive in the following school year the same run that they drove for the entire school year, if that run continues to exist without change, or with nominal change.

If a driver opts to continue to drive the same run, it will not be bid for selection in the summer. If the run has been amended significantly, at the discretion of the District with the consultation of the Association, it will not be considered the same run and will be bid.

8. Established bus runs are subject to change in any aspect at the discretion of the District with the consultation of the Association, both at the end or beginning of the school year and during the school year, in order to accommodate the needs of the District.
9. All new runs, amended runs not elected for continuance as in #7, above, and vacant runs will be bid annually in August at bus driver orientation, including hours and location, for selection by drivers in order of seniority. Any run that was vacant or newly created at any time during the course of the previous school year will be bid. Bid runs will be awarded on the basis of seniority; that is, the most senior driver bidding for the run shall be awarded the run, as long as the total bid hours for a driver's workday would not exceed eight (8) hours. During the bid process after the first round of bidding any run forfeited or left over will be put back on the table for a second round of bidding. Any run left over or forfeited at the end of the second round will be assigned for the rest of the year and bid again in August of the following year. Drivers can give up a piece of their run to bid on an equal piece when available during bidding without necessitating giving up their entire run.
10. During the course of the school year newly created, amended, and vacant runs will not be bid, but will be filled at the discretion of the District, and will be bid the following summer. Runs vacated at a time too short to be bid in August of any year shall be filled for the year and bid the following year in August. The annual bidding in August shall be approximately two (2) weeks prior to the opening of school. Drivers may pick up a copy of the runs scheduled to be bid for selection three (3) days prior to orientation day for their review. A driver who had previously indicated that he/she would elect to retain the run driven in the previous year may elect to give up the run three (3) days prior to orientation day, in which case that run will be added to the list of bid runs.
11. A driver's first responsibility is to his/her regularly scheduled daily run(s).

12. Any expiration of licensing may result in immediate suspension without pay. Further progressive discipline may occur at the discretion of the District, up to and including termination.
13. Trips will be offered to the driver with the least amount of overtime hours. If two or more drivers are tied with overtime hours, the trip will be offered to the most senior driver. All overtime hours will be listed at the end of the pay period when the payroll is the posted. At the end of the pay period the overtime sheet will reflect all overtime hours earned and will be posted along with the awarded trips. New trips will be posted in the trip book. Unexpected, short notice trips will be offered as the need arises and awarded at the discretion of the District.
14. Stand by drivers are defined to be any full-time (6, 7, 8 hour) driver who does not have an assigned regular run. The District may hire stand-by drivers to be employed on a full-time, six (6), seven (7), or eight (8) hour day, basis. Stand-by drivers may be utilized at the sole discretion of the District to fill any extra run, and will be assigned without regard for any other provision of this Section, and without regard to seniority.
15. Seniority will be calculated from the first date of employment as a regular full-time driver, and will not include time worked as a substitute driver. Ties in seniority shall be broken at the time of initial employment. With respect to ties in seniority only, the first tie breaker will be prior time worked as a long-term substitute bus driver, then by lottery, conducted by the District.
16. A fifteen (15) minute pre-trip and fifteen (15) minute post-trip inspection will be included in the regular work days hours for normal driver's tasks, i.e. fueling, oil, interior cleaning. Additionally, pay will be authorized for special circumstances with supervisor's prior approval.
17. Completion of all paperwork on a timely basis is part of the job and a condition of employment for every driver. Repeated failure to timely complete paperwork may result in progressive disciplinary action.
18. Pay for emergency and/or mandatory meetings and major tasks, such as student discipline issues, chain installation, CDL drug testing, end of year cleaning, exterior bus wash, or other similar functions, will be on the basis of reasonable hours being submitted and justified to the transportation department. If the time to complete said

tasks is outside the regular six (6), seven (7), or eight (8) hour day, the driver will be compensated to the nearest quarter (.25) hour. Prior approval may be required by the Superintendent or his/her designee.

19. Sick leave shall be calculated and paid based on the employee's normal work assignment or eight (8) hours per day, whichever is less.
20. Drivers are to follow Article XII-Sick Leave, Paragraph C- and give at least two (2) hours' notice when utilizing a sick day using AESOP. In the event a driver is unable to complete an entire work day, the driver must call a Transportation Supervisor with as much notice as possible, in accordance with procedures established from time to time by the District. Repeated failure to provide such notice may provide a basis for disciplinary action.
21. In any case where normal procedures or priorities for assignment of drivers to any run must be deviated from, due to less than two (2) hours' notice of absence, drivers not responding to a telephone or radio call, drivers not being present and available in the District when not on a run but during paid work hours, or any other emergency or unforeseen circumstance, notwithstanding any of the above procedures, the Dispatcher and the Director of Transportation shall have the right to assign any immediately available driver to any run at their discretion. In such a case, no grievance shall be filed, and no arbitrator shall have jurisdiction to award any monetary compensation to a driver who did not actually drive the run.
22. In accordance with the Memorandum of Understanding between the Association and the District signed August 24, 2005, the Association agrees that The District shall have the right to subcontract bus runs without dispute only where the District cannot hire a bargaining unit member, and only after a good faith attempt has been made to hire such a driver. The District agrees to annually notify the Association in writing of the number of subcontracted bus runs in accordance with the Memorandum.
23. A committee of District Transportation Supervisors and up to three (3) Association representatives from each bus lot will meet four times a year to discuss transportation issues and concerns.
24. Summer work will be assigned based on seniority. All interested drivers need to indicate if they are willing to accept summer work by signing up on a list to be posted by

the District at least two weeks prior to the end of the school year. Summer work is defined as work outside of the traditional school year for bus drivers. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

B. Business Office Personnel

1. **WORKDAY:** The regular workday for all full-time Business Office Personnel shall be of a seven and one-half (7.5) hour duration, exclusive of one (1) half (.5) hour of each day for a duty-free lunch. One (1) fifteen (15) minute break will be allowed in the first four (4) hours of each workday and one (1) additional fifteen (15) minute break during the last three and one-half (3.5) hours of each workday.
2. **WORKWEEK:** The regular workweek for all full-time Business Office Personnel will be thirty-seven and one-half (37.5) hours, consisting of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Business office positions shall be considered twelve (12) month positions.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

C. Cafeteria Aides

1. **WORKDAY:** The regular workday for all cafeteria aides will be assigned by their building Administrator. No workday shall consist of less than three (3) hours per day.
2. **WORKWEEK:** The regular workweek for all cafeteria aides will consist of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Cafeteria aide positions shall be considered ten (10) month positions and shall work the same number of days as the students are in session in the

bargaining unit employee's assigned building, plus up to four (4) additional regular workdays as determined by Administration for staff development.

4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

D. Cafeteria Cooks and Workers

1. **WORKDAY:** The regular workday for cafeteria cooks and workers shall be established by the Director of Food Services. Full-time cafeteria cooks and workers will be allowed one (1) fifteen (15) minute break each workday.
2. **WORKWEEK:** The regular workweek for all cafeteria cooks and workers will be their regular scheduled times, consisting of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Cafeteria cook and worker positions shall be considered ten (10) month positions and be scheduled for a minimum work year the number of days that students are in session in the bargaining unit employee's assigned building, plus up to four (4) additional regular workdays as determined by the Director of Food Services, which will include staff development.
4. All extra-duty work (overtime/extra-time) shall be awarded by seniority on a rotating basis in the work location and District wide. Personnel may add or delete their names from the list at any time. Personnel who add their names shall have it placed at the bottom of the extra-duty list. A list shall be prepared including all personnel who have stated their availability in writing for extra-duty work. Personnel who refuse an extra-duty assignment shall move to the bottom of the extra-duty list. If fifty (50%) percent or more of a building's cafeteria cooks and workers decline overtime, the parties may agree to allow the District to supplement those employees in the affected building, agreeing to the overtime with those from the District-wide list. In this scenario, the District shall request overtime from the District-wide list by first asking the most senior employee on the list and progressing toward the least senior employee.

5. Each cafeteria worker shall be required to wear District approved uniform attire. The District shall provide five (5) tops and five (5) aprons. Each year, cafeteria workers shall be eligible for a maximum of two (2) replacements of each as needed with administrative approval. Cafeteria workers shall be responsible for the care and cleaning of the District issued uniforms. Each cafeteria worker shall be responsible for purchasing District approved slacks and footwear. All District issued uniforms shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification.

6. The differential for cooks shall be one dollar and seventy-five (\$1.75) per hour.

7. SUMMER FOOD SERVICE PROGRAM. In the event the District offers a Seamless Summer Food Service Program or a similar program which offers meals to children during the summer months when the traditional school year is not in session, the following procedures will take place:
 - i. The District will post vacancies and include specifics of the positions. Active cafeteria cooks will be eligible to apply and must submit a letter of intent to the person indicated on the posting.
 - ii. Each position will be for a specific, consecutive two (2) week period. Cafeteria cooks will be limited to be appointed for one (1) two (2) week period, except in the event a position cannot be filled by another cafeteria cook.
 - iii. Positions will be filled based on seniority.
 - iv. Work hours may be modified as needed with no guaranteed minimum daily work hours.
 - v. The Fourth of July holiday will not be compensated.
 - vi. The hourly salary will be \$12.00 for the duration of this Agreement.
 - vii. Substitute cafeteria cooks will be appointed at the hourly salary of \$12.00.
 - viii. In the event a position cannot be filled by a cafeteria cook, active cafeteria workers may apply and will be selected by the Director of Food Services based on their qualifications and seniority.

8. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
9. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

E. Custodians

1. **WORKDAY:** The regular workday for all full-time custodians shall be of an eight (8) hour duration, exclusive of one (1) half (.5) hour of each day for a duty-free lunch. Normal shift hours shall be from 6:30 a.m. to 3:00 p.m. (1st shift); 2:30 p.m. to 11:00 p.m. (2nd shift); and 10:30 p.m. to 7:00 a.m. (3rd shift). The Administration reserves the right to modify these shifts for the best interests of the District. Shift differentials shall be paid if more than one-half (1/2) of the scheduled hours occur within the delineated hours of a shift with a higher shift differential for all hours of the shift. One (1) fifteen (15) minute break will be allowed in the first four (4) hours of each shift and one (1) additional fifteen (15) minute break during the last four (4) hours of each shift.
2. **WORKWEEK:** The regular workweek for all full-time custodians shall be forty (40) hours, consisting of five (5) consecutive days per week. A regular workweek shall not include both Saturday and Sunday. A workweek which would include Saturday or Sunday would be assigned only to new employees or volunteers. Current custodians who have a workweek which includes a Saturday or Sunday shall have first rights to any vacancies in a Monday-Friday workweek position. "Article XXIX – Vacancies" shall apply if a custodian with a Monday-Friday workweek is interested in the vacancy. However, the secondary vacancy shall remain available for purposes of this article.
3. **WORK YEAR:** Custodial positions shall be considered twelve (12) month positions.
4. Shift differential pay shall be forty (\$0.40) cents per hour for the second (2nd) shift and fifty (\$0.50) cents per hour for the third (3rd) shift. In cases where second (2nd) or third (3rd) shift assignments are not at the stated normal shift hours, shift

differential shall be applied to those times worked on second (2nd) or third (3rd) shift.

5. Custodian overtime shall be available on a rotating seniority basis per building and District-wide. To be on the overtime list, a custodian's most recent job performance rating must be satisfactory. Custodians whose job performance evaluation indicates "needs improvement" shall not be considered for overtime until a satisfactory rating is achieved. Those custodians with a less than satisfactory rating will be evaluated every three (3) months to ensure that they have an opportunity to be added to the overtime list. A refusal of overtime will count as an acceptance in determining order on the overtime lists. Overtime lists shall be posted in each building. If fifty (50%) percent or more of a building's custodians decline overtime, the District may supplement those bargaining unit employees in the affected building agreeing to the overtime with those from the District-wide list. In this scenario, the District shall request overtime from the District-wide list by first asking the most senior employee on the list and progressing toward the least senior employee.
6. Custodians will be provided with written notification of a shift change including modification of regular start/end times or location change at least five (5) days prior to the change.
7. Each custodian shall be required to wear uniforms provided by the District. Custodians will not be responsible for the cleaning and pressing of the District issued uniforms. Each custodian shall also be provided one (1) winter coat that the custodian shall be responsible for cleaning. Custodians may wear a non-District issued winter coat as long if it does not contain any offensive design or insignia as determined by supervisor. All District issued uniforms shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. For the purposes of function and wear ability, custodians will be part of a District committee which makes recommendations concerning the specific uniform that the District provides.

8. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
9. Custodians shall not suffer loss in pay for arriving late due to hazardous road conditions and may use flex scheduling and liberal leave, with prior supervisory approval, on days when school is delayed, cancelled, or dismissed early. No denial will be arbitrary or capricious.
10. If called into work outside their normal work assignment, a custodian shall be paid a minimum of two (2) hours at his/her appropriate hourly wage.
11. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

F. Front Desk Receptionist

1. **WORKDAY:** The regular workday for front desk receptionist shall be assigned by their building administrator. The front desk receptionist's workday shall be exclusive of one (1) half (.5) hour of each day for a duty free lunch and inclusive of two (2) fifteen (15) minute breaks.
2. **WORKWEEK:** The regular workweek for front desk receptionists will consist of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Front desk receptionist positions will be considered ten (10) month positions and will work the same number of days as the students are in session in the bargaining unit employee's assigned building, plus up to three (3) additional regular workdays as determined by Administration for staff development.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

G. Health Room Nurses

1. **WORKDAY:** The regular workday for all Health Room Nurses shall be of a seven and one-half (7.5) hour duration, inclusive of one (1) half (.5) hour of each day for a duty-free lunch.
2. **WORKWEEK:** The regular workweek for all Health Room Nurses will be thirty seven and one-half (37.5) hours, consisting of five (5) seven and one-half (7.5) hour days per week, Monday through Friday.
3. **WORK YEAR:** Health Room Nurse positions will be considered ten (10) month positions and will work the same number of days as the professional staff in their assigned building.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

H. Information Technologists

1. **WORKDAY:** The regular workday for all information technologists shall be of a seven and one-half (7.5) hour duration, exclusive of one-half (.5) hour of each day for a duty-free lunch. Each shift shall be inclusive of two (2) fifteen minute breaks.
2. **WORKWEEK:** The regular workweek for all information technologists will be thirty-seven and one-half (37.5) hours, consisting of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Information technologist positions shall be considered twelve (12) month positions.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.

5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.
6. If called into work outside their normal work assignment, an information technologist shall be paid a minimum of two hours at his/her appropriate hourly wage.

I. Maintenance Workers

1. **WORKDAY:** The regular workday for Maintenance workers shall be an eight (8) hour day exclusive of a one-half (1/2) hour duty free lunch. The normal schedule will be flexed to accommodate the needs of the District. Typically, the flexed schedule will be 5:30 a.m. to 2:00 p.m., 7:30 a.m. to 4:00 p.m., and 9:30 a.m. to 6:00 p.m. Administration reserves the right to modify these shifts when it is in the best interest of the District. Shift differentials will be paid if more than one-half (1/2) of the scheduled hours occur within the normal hours of a different shift as defined under the custodian section of the contract. One (1) fifteen (15) minute break will be allowed in the first four (4) hours of each shift and one (1) additional fifteen (15) minute break during the last four hours of each shift.
2. **WORKWEEK:** The regular workweek for all full-time maintenance workers shall be forty (40) hours, consisting of five (5) consecutive days per week of eight (8) hours in duration each. A regular workweek shall not include both Saturday and Sunday. A workweek which would include Saturday or Sunday would be assigned only to new bargaining unit employees or volunteers. Maintenance workers who have a workweek which includes a Saturday or Sunday shall have first rights to any vacancies in a Monday-Friday workweek position. "Article XXIX – Vacancies" shall apply if a custodian with a Monday-Friday workweek is interested in the vacancy. However, the secondary vacancy shall remain available for purposes of this article.
3. **WORK YEAR:** Maintenance positions shall be considered twelve (12) month positions.
4. Each maintenance worker shall be required to wear uniforms provided by the District. Maintenance workers will not be responsible for the cleaning and

pressing of the District issued uniforms. Each maintenance worker shall also be provided one (1) winter coat that the maintenance worker shall be responsible for cleaning. Maintenance workers may wear a non-District issued winter coat as long if it does not contain any offensive design or insignia as determined by supervisor. All District issued uniforms shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. For the purposes of function and wear ability, the maintenance workers will be part of a district committee which makes recommendations concerning the specific uniform that the district provides.

5. Maintenance workers will be provided with written notification of a shift change (including modification of regular start/end times) or location change at least five (5) days prior to change.
6. Second (2nd) shift maintenance workers will receive a shift differential of forty (\$0.40) cents per hour and third (3rd) shift maintenance workers shall receive fifty (\$0.50) cents per hour shift differential.
7. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
8. Maintenance Workers shall not suffer loss in pay for arriving late due to hazardous road conditions and may use flex scheduling and liberal leave, with prior supervisory approval, on days when school is delayed, cancelled, or dismissed early. No denial will be arbitrary or capricious.
9. If called into work outside their normal work assignment, a maintenance worker shall be paid a minimum of two (2) hours at his/her appropriate hourly wage.
10. The District shall reimburse the cost of a Commercial Driver's License (CDL) physical for maintenance workers who are required to have a CDL for the performance of their assigned duties. This benefit shall be the same as is offered to District bus drivers.
11. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

J. Mechanics

1. **WORKDAY:** The regular workday for Mechanics shall be an eight (8) hour day exclusive of a one-half (1/2) hour duty free lunch. The normal schedule will be flexed to accommodate the needs of the District. Typically, the flexed schedule will be 5:30 a.m. to 2:00 p.m., 7:30 a.m. to 4:00 p.m., and 9:30 a.m. to 6:00 p.m. The administration reserves the right to modify these shifts in the best interest of the district. Shift differentials will be paid if more than one-half (1/2) of the scheduled hours occur within the normal hours of a different shift as defined under the custodian section of the contract. One (1) fifteen (15) minutes break will be allowed in the first four (4) hours of each shift and one (1) additional fifteen (15) minute break during the last four (4) hours of each shift.
2. **WORKWEEK:** The regular workweek for all mechanics shall be forty (40) hours, consisting of five (5) consecutive days per week, Monday through Friday.
3. **WORK YEAR:** Mechanics shall be considered twelve (12) month positions.
4. Second (2nd) shift mechanics will receive a shift differential of forty (\$0.40) cents per hour and third (3rd) shift mechanics shall receive fifty (\$0.50) cents per hour shift differential.
5. Each mechanic shall be required to wear uniforms provided by the District. Mechanics will not be responsible for the cleaning and pressing of the District issued uniforms. Each mechanic shall also be provided one (1) winter coat that the mechanic shall be responsible for cleaning. Mechanics may wear a non-District issued winter coat as long if it does not contain any offensive design or insignia as determined by supervisor. All District issued uniforms shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. For the purposes of function and wear ability, mechanics will be part of a District committee which makes recommendations concerning the specific uniforms that the District provides.

6. Mechanics will be provided with written notification of a shift change (including modification of regular start/end times) or location change at least five (5) days prior to change.
7. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
8. Mechanics shall not suffer loss in pay for arriving late due to hazardous road conditions and may use flex scheduling and liberal leave, with prior supervisory approval, on days when school is delayed, cancelled, or dismissed early. No denial will be arbitrary or capricious.
9. If called into work outside their normal work assignment, a mechanic shall be paid a minimum of two (2) hours at his/her appropriate hourly wage.
10. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

K. Paraprofessionals

1. **WORKDAY:** The regular workday for all paraprofessionals shall be of a seven and one-half (7.5) hour duration, inclusive of one (1) half (.5) hour of each day for a duty-free lunch.
2. **WORKWEEK:** The regular workweek for all paraprofessionals will be thirty seven and one-half (37.5) hours, consisting of five (5) seven and one-half (7.5) hour days per week, Monday through Friday.
3. **WORK YEAR:** Paraprofessional positions will be considered ten (10) month positions and will work the same number of days as the professional staff in their assigned building.
4. Paraprofessionals who take on long-term substitute teaching positions within the District shall return to their last posted paraprofessional salary and years of service after the temporary teaching position expires. Paraprofessionals shall return to the same pay/step of the current year's salary schedule as they were prior to his/her position as a substitute teacher.

5. Paraprofessionals shall be required to acquire twenty (20) hours of professional development directly related to their current job assignment every year (July 1st to June 30th) in order to maintain Highly Qualified status. The District shall make all of these professional development hours available to paraprofessionals during their normal workday.
6. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
7. Paraprofessionals enrolled in college programs leading to a teaching certificate may take up to a year unpaid leave for the purposes of completing their degree/certification requirements. Paraprofessionals shall return to the same pay/step of the current year's salary schedule as they were prior to his/her unpaid leave.
8. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

L. Secretaries

1. **WORKDAY:** The regular workday for all full-time secretaries shall be of a seven and one-half (7.5) hour duration, excluding one (1) half (.5) hour of each day for a duty-free lunch. One (1) fifteen (15) minute break will be allowed in the first four (4) hours of each workday and one (1) additional fifteen (15) minute break during the last three and one-half (3.5) hours of each workday.
2. **WORKWEEK:** The regular workweek for all full-time secretaries will be thirty-seven and one-half (37.5) hours, consisting of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Secretarial positions shall be considered either twelve (12) month positions or ten (10) month positions.
4. Secretaries will be required to do only basic first aid.

5. Secretaries transferring within the same classification to a different location within the District shall maintain their current salary.
6. Time and one-half (1.5x) of the appropriate straight time hourly rates will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
7. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

M. Student Aides

1. **WORKDAY:** The regular workday for all student aides will be determined by the student they are assigned to, exclusive of one (1) half (.5) hour of each day for a duty-free lunch, with the addition of five (5) minutes prior to student arrival time and ten (10) minutes after student departure time to provide time for teacher collaboration and completion of any required paperwork. In the event Administration requires a student aide to be with their assigned student during the student's lunch, the student aide's workday will be inclusive of one (1) half (.5) hour each day for a working lunch. The work day start and end times will be provided to each student aide at the start of the school year and will be updated, in writing, as necessary based on the needs of their student.
2. **WORKWEEK:** The regular workweek for all student aides will consist of five (5) days per week, Monday through Friday, and shall be based on the building schedule of their assigned student.
3. **WORK YEAR:** Student aide positions will be considered ten (10) month positions and will work 180 days, plus up to four (4) additional regular workdays as determined by Administration for staff development.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Student aides shall be required to acquire twenty (20) hours of professional development directly related to their current job assignment every year (July 1st

to June 30th) in order to maintain Highly Qualified status. The District shall make all of these professional development hours available to student aides during their normal workday.

6. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.
7. All student aides shall be properly trained for the requirements, as determined by Administration, of their assigned student at the expense of the District.

N. Study Hall Monitors

1. **WORKDAY:** The regular workday for study hall monitors shall be of a seven (7) hour duration, exclusive of one (1) half (.5) hour of each day for a duty-free lunch.
2. **WORKWEEK:** The regular workweek for study hall monitors will be thirty-five (35) hours, consisting of five (5) days per week, Monday through Friday.
3. **WORK YEAR:** Study hall monitor positions will be considered ten (10) month positions and will work the same number of days as the students are in session in the bargaining unit employee's assigned building, plus up to three (3) additional regular workdays as determined by Administration for staff development.
4. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
5. Unless otherwise authorized by the District and upon notification of the Association, all new hires will be placed at the starting rate for their classification.

APPENDIX "B"
Starting Wages

	2014-2015	2015-2016*	2016-2017*
Bus Driver	\$15.49	\$15.49	\$15.99
Business Office I	\$16.20	\$16.20	\$16.70
Business Office II	\$17.07	\$17.07	\$17.57
Business Office III	\$20.32	\$20.32	\$20.82
Cafeteria Aide	\$12.28	\$12.28	\$12.78
Cafeteria Worker	\$12.42	\$12.42	\$12.92
Custodian	\$14.48	\$14.48	\$14.98
Front Desk Receptionist	\$11.80	\$11.80	\$12.30
Health Room Nurse	\$16.27	\$16.27	\$16.77
Information Technologist I	\$21.39	\$21.39	\$21.89
Information Technologist II	\$21.97	\$21.97	\$22.47
Information Technologist III	\$24.40	\$24.40	\$24.90
Maintenance I	\$14.68	\$14.68	\$15.18
Maintenance II	\$16.20	\$16.20	\$16.50
Mechanic	\$18.08	\$18.08	\$18.58
Paraprofessional	\$15.72	\$15.72	\$16.22
Secretary	\$13.56	\$13.56	\$14.06
Student Aide	\$12.46	\$12.46	\$12.96
Study Hall Monitor	\$11.80	\$11.80	\$12.30

***Following satisfactory completion of the ninety (90) work day probationary period, these hourly rates will increase \$.50 per hour.**

APPENDIX "C"

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

TO: Chief Financial Officer
East Stroudsburg Area School District

FROM: _____
(Print Name)

I hereby request and authorize the above-named Administrator to deduct from my earnings bi-weekly and transmit same to the Treasurer of the East Stroudsburg Area Education Support Professional Association for membership dues in the Association. I understand that this authorization may be withdrawn by me upon fifteen (15) days' written notice prior to June 30, 2017, and hereby waive all right and claim for any monies deducted and transmitted in accordance with this authorization and agree to save the Board of Education of East Stroudsburg Area School District, its officers and agents, harmless in the event of any claim, loss, or suit in connection therewith.

DATE: _____
(Signature)

BUILDING: _____

POSITION: _____

SOCIAL SECURITY #: _____

APPENDIX "D"

EAST STROUDSBURG ESPA
Grievance Report Form
(Page 1 of 4)

Grievance #: _____

Date: _____

Grievance Initiated By: _____

Date the Alleged Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant (or Association Representative)

Date

Received by

Date

EAST STROUDSBURG ESP Grievance Report Form

(Page 2 of 4)

Grievance #: _____

LEVEL ONE:

Informational discussion with the immediate supervisor: _____
Name

On _____
Date

LEVEL TWO:

Immediate Supervisor's Response: _____

Supervisor Signature

Date

Association/Grievant Response to Level Two: _____

Association/Grievant Signature

Date

EAST STROUDSBURG ESP
Grievance Report Form
(Page 3 of 4)

Grievance #: _____

LEVEL THREE:

Superintendent's Response: _____

Superintendent Signature

Date

Association/Grievant Response to LEVEL THREE:

Association/Grievant Signature

Date

EAST STROUDSBURG ESP
Grievance Report Form
(Page 4 of 4)

Grievance #: _____

LEVEL FOUR:

Board of Education Response: _____

Board of Education Signature

Date

Association Response to LEVEL FOUR: _____

Association Signature

Date

ARBITRATION

Trip ID 6414

Booked By

Booked By LaBar, Keith
Email Keith-LaBar@esasd.net
Phone 570-588-4420 Ext 2108

Pager
Cellular 570-350-1451

Booking Details

Trip Name Temple ManChoir Festival
Status Approved
Trip State Inactive
Created Date 12/21/2015 7:34:00 AM

Location ES High School-North
Organization Chorus (N)
Trip Destination Temple University, Philadelphia, PA
Trip Type Round Trip

Trip Package
Trip Departure Date Time 1/23/2016 6:30:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time

Trip Return Date Time 1/23/2016 8:30:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time

Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0

Driver End Location
Participant Pick Up Location

Trip Contact

Name LaBar, Keith
Email Keith-LaBar@esasd.net
Phone 570-588-4420 Ext 2108

Pager
Cellular 570-350-1451

Attendees

Faculty Keith LaBar
Supervising Adults
Number of students 13
Number of adults 1
Totals Attendees 14

Cost per student \$20.00
Cost per adult \$0.00

Categorization

Budget Code

Budget Code Description

Recommended Min Age 0

Recommended Max Age 0

Educational Objective These students were selected to an honors festival. They will rehearse through the day with other high school men as well as members of the Temple Men's Choir and University Choir and then put on a concert

Notes

Special Needs and/or Trip Requirements
Driving Directions

Required Services

Transportation Type School Bus

74

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization SR TIMBERWOLVES Today's Date 12/11/15

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? Yes No

Specific purpose of use: TEAM MATCH NEL LEAGUE Name of School Requested LEHMAN INTERMEDIATE

DAY(S) from DATE(S) to from HOURS to DESCRIPTION (meeting, practice, game, rehearsal, performance,...) 1/25/16 1/23/16 10:00AM 4:PM GAME LEAGUE MATCH

Facility Required: Auditorium Stadium Cafeteria Kitchen/Preparation Gymnasium Kitchen/Serving Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify) Other (specify) Equipment Required: (*must be operated/attended by school personnel) Piano Folding Stands Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows: \$500,000 Bodily Injury Liability \$500,000 Property Damage Liability (each occurrence)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance. Name ROBERT BIRBEAU Address 120 EVERGREEN DR BUSIFILL Phone 520 688 5104

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted.

Signature Responsible Organization Official Phone (day) 520 688 5704 (eve.) Billing Address

APPROVALS: Principal Date 12/16/15 Business Administrator Date 1/1/16 copy to: [checkboxes] Date 1/1/16

For office use only: FACILITIES USE INVOICE Facilities/Equipment used: Class 1 Charges: \$ Personnel Employed: 75 Charges: \$ Other (specify): Charges: \$



December 21, 2015

SENT VIA E-MAIL: **jeffrey-bader@esasd.net**

Jeff Bader
Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Reference: Lehman Intermediate School & East Stroudsburg Area High School North
Proposal for Improvements to Parking Lots and Access Drives

Dear Mr. Bader:

We would like to thank you for the opportunity to submit a proposal to provide engineering services for improvements at the loop driveway in front of the main entrance to Lehman Intermediate School and East Stroudsburg Area High School North.

Project Description

It is our understanding that East Stroudsburg Area School District (ESASD) would like to replace the paving along the loop driveway at the school entry, and to improve drainage by redesigning and re-grading in this area. Refer to "Phase I" area on the attached site plan.

Scope of Services

DEI would provide the following services for the project:

Phase I – Loop Driveway at the School Entry

Design and Bid Phase Services

1. Meet with ESASD to discuss the scope of work and parameters
2. Perform a field survey of the area to determine existing grades
3. Perform four (4) asphalt core samples in the area of the entrance loop to ascertain paving profile
4. Prepare project bid drawings - including site plan & details - and specifications
5. File for prevailing wages and incorporate wage requirements into contract
6. Prepare bid packages, advertisement for bid, and assist with soliciting bids from contractors
7. Prepare bid alternates and unit prices for bid documents
8. Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda
9. Review bids and prepare contracts, including review of bonds and insurance for conformance with contract requirements

Construction Phase Services

10. Conduct pre-construction conference
11. Review contractor's submittals, shop drawings, and applications for payment
12. Process any necessary allowance adjustments or change orders

76

13. Provide limited construction observation. Our proposal includes 16 hours of construction phase observation (4 separate visits at 4 hours ea.). Should additional on-site observation be approved by ESASD, DEI may submit a supplemental proposal based on the attached hourly rates.
14. Prepare punch list, final project close-out, and certify final payment to contractor

Exclusions & Additional Scope Considerations

The following scope of services would not be included in the fee proposal:

1. Environmental investigations or specifications such as contaminated soils
2. Soil Erosion & Sedimentation Control Plans or NPDES permitting
3. Municipal site plan approvals
4. Construction inspections and material testing (recommended for this project and can be billed as additional service if requested)
5. Guaranteed maximum price construction estimate
6. Documentation of as-built conditions (available upon request for additional services)
7. Fees for required municipal permits
8. Full-time site representation
9. Scope of work parameters not listed above

Proposed Fee

Our fee for performing the above is: **\$20,240.00**

We would like to thank you for the opportunity to provide our services to East Stroudsburg Area School District. Please let us know if you have any questions regarding this proposal.

If you are in agreement with this proposal and the attached terms and conditions, kindly countersign as your authorization to proceed. We are prepared to begin immediately in an effort to have this work bid and under construction this summer.

Sincerely,
D'HUY ENGINEERING INC.



Josh Grice, P.E.

Owner: East Stroudsburg Area School District

Engineer: D'Huy Engineering, Inc.

By: _____

By: 

Printed Name: _____

Printed Name: Josh Grice

Title: _____

Title: Principal

Date: _____

Date: December 21, 2015

77



78



D'HUY ENGINEERING, INC.

FEE SCHEDULE

Effective January 1, 2015

	<u>Hourly Rate</u>
Principal	\$150.00
Senior Project Manager	\$130.00
Licensed Professional Engineer	\$125.00
Licensed Architect	\$125.00
Project Designer/Project Manager	\$120.00
Technical Specialists	\$120.00
Intern Architect	\$100.00
Engineer	\$100.00
Field Representative	\$110.00
Engineer in Training	\$85.00
Senior CAD Operator	\$85.00
CAD Operator	\$70.00
Research Assistant/Data Processor	\$50.00

Terms and Conditions

D'Huy Engineering, Inc. (DEI) shall perform the services outlined in this Agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, DEI will have access to the site for activities necessary for the performance of the services. DEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated not to exceed or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those listed in the attached Fee Schedule.

Billings/Payments

Invoices shall be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and DEI may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications

The client shall indemnify and hold harmless DEI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DEI), or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DEI has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DEI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DEI shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and DEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, DEI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$5,000, the amount of DEI's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to DEI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of a termination, the Client shall pay DEI for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents

All documents produced by DEI under this Agreement shall remain the property of DEI and may not be used by this Client for any other endeavor without the written consent of DEI.

Applicable Law

Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of DEI.



December 21, 2015

SENT VIA E-MAIL: **jeffrey-bader@esasd.net**

Jeff Bader
Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Reference: High School South
 Proposal for Library Window Replacement

Dear Mr. Bader:

We would like to thank you for the opportunity to submit a proposal to provide engineering services for exterior window replacement at the library of the High School South.

Project Description

It is our understanding that East Stroudsburg Area School District (ESASD) would like to replace exterior window systems located at the library of the High School South due to moisture infiltration and deterioration of systems and adjacent gypsum wallboard.

Scope of Services

DEI would provide the following services for the project:

Design and Bid Phase Services

1. Meet with ESASD to discuss the scope of work and parameters
2. Perform a field survey of the location and field measurements of existing window openings
3. Prepare project bid drawings including plans, details, and specifications
4. File for prevailing wages and incorporate wage requirements into contract
5. Prepare bid packages, advertisement for bid, and assist with soliciting bids from contractors
6. Prepare bid alternates and unit prices for bid documents
7. Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda
8. Review bids and prepare contracts, including review of bonds and insurance for conformance with contract requirements

Construction Phase Services

9. Conduct pre-construction conference
10. Review contractor's submittals, shop drawings, and applications for payment
11. Process any necessary allowance adjustments or change orders
12. Provide limited construction observation. Our proposal includes 16 hours of construction phase observation (4 separate visits at 4 hours each). Should additional on-site observation be approved by ESASD, DEI may submit a supplemental proposal based on the attached hourly rates.
13. Prepare punch list, final project close-out, and certify final payment to contractor

81

Exclusions & Additional Scope Considerations

The following scope of services would not be included in the fee proposal:

1. Destructive investigation of roof, masonry, or flashings above the windows to evaluate as-built conditions. Should these investigations be required following our initial site survey, DEI will provide a supplementary proposal.
2. Environmental investigations or specifications such as asbestos, lead-based paint, etc.
3. Construction inspections and material testing
4. Guaranteed maximum price construction estimate
5. Documentation of as-built conditions (available upon request for additional services)
6. Fees for required municipal permits
7. Full-time site representation
8. Scope of work parameters not listed above

Proposed Fee

Our fee for performing the above is: **\$15,510.00**

We would like to thank you for the opportunity to provide our services to East Stroudsburg Area School District. Please let us know if you have any questions regarding this proposal.

If you are in agreement with this proposal and the attached terms and conditions, kindly countersign as your authorization to proceed. We are prepared to begin immediately in an effort to have this work bid and under construction this summer.

Sincerely,
D'HUY ENGINEERING INC.



Josh Grice, P.E.

Owner: East Stroudsburg Area School District

Engineer: D'Huy Engineering, Inc.

By: _____

By: 

Printed Name: _____

Printed Name: Josh Grice

Title: _____

Title: Principal

Date: _____

Date: December 21, 2015

82



D'HUY ENGINEERING, INC.

FEE SCHEDULE

Effective January 1, 2015

	<u>Hourly Rate</u>
Principal	\$150.00
Senior Project Manager	\$130.00
Licensed Professional Engineer	\$125.00
Licensed Architect	\$125.00
Project Designer/Project Manager	\$120.00
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Engineer	\$100.00
Field Representative	\$110.00
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CAD Operator	\$70.00
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Indemnifications

The client shall indemnify and hold harmless DEI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DEI), or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DEI has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DEI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DEI shall not be responsible for the existing condition nor any resulting damages to persons or property.

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84