

BARGAINING AGREEMENT
BETWEEN THE CENTRAL BUCKS BOARD OF SCHOOL DIRECTORS
AND
CENTRAL BUCKS EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION
ESPA/PSEA/NEA

July 1, 2021 to June 30, 2026

**BARGAINING UNIT AGREEMENT OF THE
CENTRAL BUCKS
EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION**

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This Agreement is made and entered effective this 1st day of July 2021, by and between the Central Bucks School District hereinafter referred to as the “Board” and the Central Bucks Educational Support Professional Association, ESPA/PSEA/NEA, hereinafter referred to as the “Association”.

ARTICLE I – RECOGNITION

Section 1. The Board recognizes the Association as the exclusive and sole bargaining representative for all full time and regular part time employees “Supervisory” and “Confidential” employees, as defined by Act 195, are not included in this bargaining unit.

Section 2. For the purpose of this Agreement the following definitions shall apply:

- a. Full-time maintenance or custodial employee is one regularly scheduled to work forty (40) hours per week.
- b. Part-time maintenance of custodial employee is one serving in less than a twelve-month position and/or an employee regularly scheduled work less than forty (40) hours per week.
- c. Full-time twelve-month clerical, secretarial employee, or safety and security personnel is one who is regularly scheduled to work thirty-seven and one-half (37.5) hours or more per week on a year-round basis. Full-time twelve-month technology support specialist is one who is regularly scheduled to work forty (40) hours per week on a year-round basis.
- d. Part-time twelve-month clerical or secretarial employee is one who is regularly scheduled to work at least four (4) hours per day or twenty (20) hours per full work week on a year-round basis.
- e. Full-time ten-month clerical or secretarial employee or staff nurse is one who is regularly scheduled to work up to seven and one-half (7.5) or eight (8) (Staff Nurses) hours per day for at least 182, but up to 210 days each fiscal year.
- f. Part-time ten-month technology support specialist, clerical or secretarial employee is one who is regularly scheduled to work at least four (4) hours per day or twenty (20) hours per full work week for at least 182, up to 210, days each fiscal year.
- g. Full-time safety and security personnel, paraprofessional (non-instructional educational assistant, educational assistant, and personal care assistant) is one who is regularly scheduled to work at least six (6) hours per day or thirty (30) hours per full work week and at least 960 hours when regular school is in full session for at least 182 days, up to 186 days per fiscal year.
- h. Part-time paraprofessional non-instructional educational assistant, educational assistant, and personal care assistant is one who is regularly scheduled to work each student day and one who works less than 30 hours per full work week when regular school is in full session for at least 182 days, up to 186 days per fiscal year.

Section 3. Part-time employees serving in twelve-month positions and regularly scheduled to work for thirty (30) or more hours per week shall be considered as full-time employees for salary and employee insurance benefits and shall receive pro rata paid leave benefits (e.g., sick leave, vacation, holidays etc.).

ARTICLE II – MANAGEMENT RIGHTS

Section 1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction provided the exercise of this authority is not in conflict with the terms of this agreement.

Section 2. The Board, in accordance with the Pennsylvania School Code, is vested, among other things, with the right to operate the district, to direct the working force, to select its personnel, to hire new employees, to assign work, to discharge employees for reasonable cause and to determine work schedules.

Section 3. Consistent with Article VI, Section 2, Paragraph 4, if insufficient employees volunteer for overtime, the least senior person in the needed classification in a building will be required to work. If there is no classification within the building, or the overtime work is not limited to a specific building, then the least senior person within the classification will be required to work.

ARTICLE III – OBLIGATIONS

Section 1. Each party acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section 2. Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195 and the Fair Labor Standards Act.

ARTICLE IV – RIGHTS OF EMPLOYEES

Section 1. Just Cause

- a. No employee who has completed the probationary period will be disciplined, discharged, or reduced in rank without just cause.
- b. The Employer shall have the right to publish and enforce rules and regulations concerning discipline and safety. The Association or affected employee may process discipline through the grievance procedure.

Section 2. Disciplinary Conference

In the event it becomes necessary to hold a disciplinary conference, the employee shall be apprised of the nature of such conference and shall be entitled to be accompanied by and receive advice from an Association representative or such other person the employee may select, if requested. Should a conference called for another purpose become disciplinary in nature; the employee shall have the right to leave such conference and seek counsel as indicated above.

Section 3. Suspension Pay

All earnings for the period up to the suspension and/or dismissal shall be paid on the next pay date. In the event an employee who has been suspended or dismissed is found not guilty of all charges, or if the charges are dismissed, the employee shall receive payment for the difference between wages lost due to the suspension or dismissal and wages earned in other employment during such period, if less.

Section 4. Employee File

- a. Except for information pertaining to initial employments, the employee shall have the right, upon reasonable advance notice (no more than 14 days' notice), to review the contents of his/her employee file and to copy material therein. An employee shall be entitled to have a representative accompany him during such review.
- b. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her employee file unless the employee is actually given a copy or is given the opportunity to sign the copy placed in the file. Such signature is not an admission of wrongdoing. If the employee refuses to sign, it will be noted on the copy.

ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. Membership Dues Deduction

- a. Deductions from Salary – The Board agrees to deduct from the salaries of members of the local Central Bucks Educational Support Professional Association, if said members authorize, and to transmit monies as deducted by check promptly to the Central Bucks Educational Support Professional Association, ESPA/PSEA/NEA. Such deductions shall be in equal semimonthly amounts. No such payroll deductions may be made from the pay of any member of the bargaining unit unless a Payroll Deduction Authorization Card has been filed with the district.

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize semimonthly deductions from my pay for dues for the ESPA/PSEA/NEA. This authorization will remain in effect unless canceled in writing.

Date

Signature

- b. The Association will provide the Board with a list of those members who have authorized the Board to deduct dues for the Association within twenty (20) days following the execution of this agreement. Due's deductions shall begin at the earliest possible date after said list is received.

Section 2. Maintenance of Membership

The parties agree that all employees who are under Act 195, and who are dues-paying members of the Association, shall as of the signature date of this Agreement, be subject to Article III, subsection 18 of the Public Employee Relations Act (Maintenance of Membership) providing that: All employees who have joined the Association or who join the Association in the future must remain members for the duration of this Agreement; however, any such employee or employees may resign from the Association during a period fifteen (15) days prior to the expiration of this Agreement.

Section 3. Information

The Board agrees to furnish the Association in response to reasonable request, and at least quarterly, employee data such as salary rates, work experience, age, etc. no such request shall be unreasonable denied.

Section 4. Inter-Office Main Facilities

The Board shall not permit any organization that is challenging the Association as the exclusive bargaining agent pursuant to Act 195 to use any of the district's mail distribution facilities.

Section 5. Released Time for Association

The Association shall be granted one (1) day for every ten (10) members of the Association each contract year for the purpose of attending to Association business.

Whenever any representative of the Association or any employee participates during working hours in negotiation, grievance proceedings, conferences or meetings related to the administration of this Agreement he/she shall suffer no loss in pay when such meetings are scheduled by his/her employer.

ARTICLE VI – HOURS OF WORK AND OVERTIME

Section 1. Work Week

- a. A twelve-month clerical or secretarial employee's regular work week shall consist of five consecutive days not exceeding seven and one-half (7.5) hours with scheduled starting and quitting times. A twelve-month technology support specialist regular work week shall consist of five (5) consecutive days not exceeding eight (8) hours with scheduled starting and quitting times. During summer months, said employees shall

have a one-half ($\frac{1}{2}$) hour unpaid lunch. Summer hours begin the first workday after the last day of school and end the day of new teacher orientation in August. Technology Support Specialists shall not be assigned to more than two (2) buildings. During the summer, Technology Support Specialists help will be deployed equally throughout the district.

- b. A ten-month clerical or secretarial employee's regular work week shall not exceed five (5) consecutive days. The regular workday for ten-month clerical and secretarial employees shall not exceed seven and one-half (7.5) hours with scheduled starting and quitting times. During summer months, said employees shall have a one-half hour ($\frac{1}{2}$) hour unpaid lunch.
- c. Full-time Paraprofessional- educational assistants shall be scheduled to work at least six (6) and not more than seven and one-half ($\frac{1}{2}$) hours on each student day and shall be scheduled to work at least nine hundred sixty (960) hours per year. A Paraprofessional - Personal Care Assistant hired to work 1:1 with a student shall be scheduled as a full-time paraprofessional for the full length of the student's day. Returning Paraprofessional - Personal Care Assistants, will be notified of their assignment no later than the first week of August for the following school year. Due to scheduling conflicts, the Paraprofessional - Personal Care Assistant will be permitted to stay at their current level, primary or secondary, so long as there is an open position. Paraprofessional -Transportation Assistants will be permitted to transfer to open positions within the Transportation Department according to seniority among Transportation Assistants.
- d. Maintenance or custodial employee's regular work week shall consist of five (5) consecutive days, with a scheduled starting and ending time. Employees shall be notified of their schedule by July 1st of each year.
- e. Ten-month support staff, when authorized, may work one day prior to the beginning of school to prepare the building. The employee will receive compensation at their hour rate for such work.
- f. All Support staff shall be permitted to make up missed time due to weather or other unforeseen emergencies which cause a delayed start or early dismissal within the next pay cycle and are permitted to utilize virtual trainings to make up the time.
- g. New employees will receive orientation training of at least one day before beginning their assignment.
- h. Security at after school events shall be first offered to security staff.
- i. On the first three days of school, or the last three days of the school year prior to and including graduation, the district may limit use of personal and vacation time to no more than 10% of FEMO staff.

Section 2. Overtime

1. Prior approval of the employee's designated supervisor is required for all overtime.
2. An employee shall be compensated, at the straight pay hourly rate for all hours worked beyond thirty-seven and one-half (37.5) hours during the work week, but less than forty (40) hours during the work week.
3. Time of for authorized leave shall be counted as hours worked for the purpose of calculating overtime.
4. Except as indicated in other sections of this article, time and one-half shall be paid for all hours worked in excess of forty (40) hours per week and for all hours worked in excess of eight (8) hours per day. Time off for authorized paid leave shall be counted as hours worked for purposes of calculating overtime pay.
5. Notwithstanding the above, should the employee be scheduled and agree to a work week of four (4) ten (10) hour days, employees will be paid time and one-half for all hours worked in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week.
6. Overtime work on Sunday shall be paid double time.
7. All work performed on District-designated holidays when school is closed shall be paid at double time, in addition to holiday pay specified in Article VII, Section 2(c).
8. All work performed on a District-designated holiday when school is open shall be paid at straight time, in addition to holiday pay specified in Article VII, Section 2(c).
9. If an employee is scheduled to work overtime on a weekend or holiday and calls out sick the Friday before the weekend or the day before the holiday, he shall be replaced for the weekend or holiday overtime. If the employee calls out sick on the Monday following scheduled weekend overtime, or the day after the scheduled holiday overtime, he/she will not have leave time during that pay cycle counted towards overtime.
10. An employee who is called to work for non-scheduled emergency overtime shall be paid for a minimum of three (3) hours at the appropriate overtime rate provided that such emergency overtime work commences thirty (30) minutes or more after the end of the employee's scheduled workday and three (3) hours or more before the scheduled workday. An employee who is scheduled for a building check will be paid for a minimum of two hours at the appropriate overtime rate.
11. Overtime shall be offered within a building according to seniority on a rotation basis. A record shall be maintained by the Facilities Specialist or designee of all overtime worked or refused. A refusal by an employee shall cause the employee to move to the bottom of the overtime list. If coverage is not available within the building, overtime shall be offered to employees from the district seniority list by the supervisor.

12. Part-time summer employees shall not be entitled to overtime work unless all other regular full-time District employees have refused overtime work. Overtime shall be offered in accordance with the provisions of Section 2, Subsection b-5 of this Article. Part-time Custodial Floaters must be included in inclement weather clean up. Part time Floaters will not work during the summer.
13. When three (3) or more outside groups use different parts of a school building and the activities of each group overlap by 2 hour or more, the district will schedule a second custodian. In buildings housing swimming pools, a second custodian will be scheduled when two (2) or more outside groups are using different parts of a school building and activities of each group overlap by 2 hours or more.

Section 3. Meal Period – Except for an emergency, an employee shall be entitled to an uninterrupted meal period free from any supervisory duties of at least 30 minutes without pay scheduled by the employee with his/her supervisor’s approval. It will be scheduled no earlier than 3 hours, nor more than 5 hours from their scheduled start time. A staff member on a field trip will not have the 30 minutes for lunch deducted from pay.

Section 4. Rest Period – A rest period of twenty (20) minutes per day shall be provided at Each work location scheduled by the employee with his/her supervisor’s approval.

Section 5. In-Service – Training

- a. Full-time and 29+ hour Paraprofessionals, Instructional Education Assistants, Personal Care Assistants and Transportation Assistants will be offered, on certain Teacher In-Service Days to be scheduled by the district, a total of ten (10) hours of required, paid, in-service training, which ten (10) hours shall be applied towards their licensing requirements. Each program will be offered on a minimum of two (2) in- service days. Staff will be required to complete the programs offered. In-service Programs will be developed with input from Association representatives and other training entities selected by the district as needed for the Group in question.
- b. Nurses will be provided sixteen (16) paid hours of in-service training, which will be provided on certain Teacher in-service days. Attendance will be required. Said Program shall count towards Nurses' thirty (30) hours of continuing education required for licensing. In-service Programs will be developed with input from Association representatives, Staff Nurses, and other training entities selected by the district as needed for the Group in question.
- c. Full-time, twelve (12) month employees will be provided fourteen (14) paid hours of in-service training each year. Said training shall be developed, based upon classifications, to address safety, technology, and other relevant issues. In-service Programs will be developed with input from Association representatives, groups in question, and other training entities selected by the district as needed for the Group in question.

- d. Beginning in 2017, during the summer months, the district will provide a ten (10) hour training program for Certified Aides to apply towards their Act 48 requirements.
- e. Participation will be voluntary and shall not be paid for attending. Should an insufficient number of employees sign up in advance of the summer sessions, the program may be cancelled.
- f. The district will offer training in CPR and First Aid to all staff on a voluntary basis.

ARTICLE VII – VACATIONS AND HOLIDAYS

Section 1. This vacation plan provides twelve-month employees paid time off in accordance with the length of service as a twelve-month employee. The vacation year is the fiscal year, July 1 – June 30. Vacation entitlements are earned during the fiscal year and are awarded on the first day of the seventh (7th) month of employment.

- a. The vacation entitlement for post 1996 employees shall be based on the following schedule: A part-time twelve-month employee shall be entitled to pro-rated vacation.

Continuous Service by July 1 of at least	But less than	Entitlement
1 Month	1 Year	5/6 of a day per month to a maximum of 10 days
1 Year	5 Years	10 Days
5 Years		11 Days
6 Years		12 days
7 Years		13 Days
8 Years		14 Days
9 Years		15 Days
15 Years or More		20 Days

- b. Employees will receive their regular straight-time daily rate for approved vacation time off.
- c. Vacation time may be taken any time during the fiscal year. July through June, subject to the prior approval of at least seven (7) calendar days by the employee's designated supervisor. A vacation request of one (1) day will not require the seven (7) day notice but will necessitate supervisor approval. However, it will require twenty-four (24) hours' notice from the start of the shift. Voice mail messages will not constitute approval.

- d. An employee who has not been in full pay status for the entire preceding fiscal year shall receive a prorated vacation entitlement.
- e. Holidays which fall within the approved vacation period shall not be considered part of the vacation.
- f. An assistant or part-time employee who is promoted to a full-time twelve-month position shall receive one (1) year of credit toward vacation entitlement for each two years of service with the district to a maximum of ten (10) vacation days. Days will become available on the first day of the month following 30 days of service as a 12-month employee.
- g. In order to receive payment for unused vacation days, an employee who retires or resigns must provide the Board with written notification of termination at least 15 working days prior to the effective date of such termination. In the event of death, an employee's beneficiary will receive payment for all unused vacation days.

Section 2. Holidays

- a. Twelve-month full-time employees shall be entitled to twelve (12) paid holidays during the fiscal year. Ten (10) month employees will be entitled to one (1) paid holiday during the fiscal year (Thanksgiving) of 2021-2022 and 2022-2023 and two (2) paid holidays during the fiscal year (Thanksgiving and New Year's Day) in years 2023-2024, 2024-2025 and 2025-2026. The holiday schedule shall be developed by the Board, Employees shall be notified of the holiday schedule once Board approved.
- b. Twelve-month clerical or secretarial employees shall be required to work two (2) days between Christmas and New Year's Day. The other normal workdays between Christmas and New Year's Day shall be additional holidays with pay. Subject to the approval of the principal or designated supervisor, employees will be permitted to use a vacation day or a floating holiday for the current fiscal year for the required workdays between Christmas and New Year's Day.
- c. Twelve-month full-time employees will receive one (1) day's pay for a designated holiday except that if school is open on a District-designated holiday, employees may opt in writing to take a floating holiday in place of the holiday pay.
- d. Employees who work on a holiday shall be paid for the hours worked if scheduled per Article VI, b.2.

ARTICLE VIII – LEAVES OF ABSENCE

Section 1. Unpaid Leave

An employee shall be entitled to request an unpaid leave of absence for a period not to exceed one (1) year. The Board shall carefully consider all such requests and shall not unreasonably deny such requests. An employee on authorized leave of absence without pay shall not be considered to be active employee of the school District and shall not be entitled to any benefits granted active employees. During an unpaid leave, the employee may retain benefits at group rates or group equivalent rates at the employee's expense provided the carrier or service provider so agrees.

Section 2. Return from Leave

- a. Upon return to active employment immediately upon the expiration of the authorized leave of absence, seniority, accumulated sick leave and full participation in all of the benefits of employment shall be restored to said employee.
- b. An employee who does not return from an authorized leave of absence upon expiration of said leave, shall be determined to have resigned as of the date such authorized leave commenced.

Section 3. Leave for Urgent Reasons

- a. Employees may use up to five (5) days of sick leave per year for the following urgent reasons. Requests must be made on a District form and must be submitted to the employee's immediate supervisor at the earliest possible date.
 1. Sudden illness of child at home.
 2. Family needs medical attention.
 3. Family funeral where distance or circumstances make it impossible to complete arrangements under bereavement leave provision.
 4. Settlement on properties – up to one-half day as may be required.
 5. Legal activities which cannot be handled at other times.
- b. Permission to utilize additional sick leave for urgent personal reasons may be granted by the superintendent at his discretion.

Section 4. Personal Leave

Each full-time employee shall receive two (2) personal business leave days per year.

Each full-time employee may carry forward into the ensuing fiscal year up to four (4) days of earned but unused personal leave. If an employee earns personal leave which would bring his/her total to above four (4), all such days in excess of four (4) shall be converted to a cash payment at the per diem rate not to exceed \$150 per day. Such payment shall be made within thirty (30) days of the start of the fiscal year.

Employee may cash in unused personal days at their per diem rate not to exceed \$105 per day. The district will implement a procedure for employees to exercise this option.

Employees terminating their employment and who notify the district fifteen (15) working days prior to their termination shall receive their per diem rate not to exceed \$105 per day for all unused personal business days. Such payment shall be made within thirty (30) days following their date of termination.

The use of personal business day(s) shall be requested by the employee using the district absence management program and must be submitted, at least one week prior to the requested date(s) of absence, however, a late request shall not be unreasonably denied.

The district may deny a request for a workday immediately preceding or following a holiday. The Superintendent or his/her designee's denial of a personal day request for any of these reasons shall not be subject to the grievance procedure, but may be a subject of "Meet and Discuss".

In addition, the district approval of a personal day request assumes sufficient District coverage remains. In such circumstances, the district will not unreasonably deny a request. Should a request be denied because of insufficient District coverage, the denial may be reviewed by the Director of Human Resources whose decision will be final.

Section 5. Jury Duty

For satisfying the legal requirement of service on jury duty, the district will pay to full and part-time employees, the difference between compensation gained as a juror (not including travel and meal expense allowance) and the regular straight-time pay for the time actually lost from regularly scheduled work.

Section 6. Bereavement Leave

- a. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three school days. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.
- b. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Section 7. Partial Day Leave

- a. Employees shall be entitled to use paid leave time in hourly increments according to partial day leave rules.

Section 8. The district will provide one (1) personal day for employees scheduled to work between twenty-five (25) and twenty-nine and nine-tenths (29.9) hours per week.

ARTICLE IX – EMPLOYEE INSURANCE

During the term of this Agreement, employees regularly scheduled to work at least thirty (30) hours per week or more when regular school is in full session shall be eligible to participate in the same insurance programs as available to the Central Bucks Education Association in place at the time this agreement is adopted.

Section 1. Health Care

- a. The monthly payroll deduction for the BMCS POS shall be the following percentage of premium:

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
12-month employees	14%	14%	14%	15%	15%
10-month employees	15%	15%	15%	16%	16%

The monthly premium for BMCS Open Choice 1 and BMCS Open Choice 2 shall be as follows:

12-month employees	24%	24%	24%	24%	24%
10-month employees	26%	26%	26%	26%	26%
Open Choice 3	8%	8%	9%	9%	9%

Employees hired in a full-time capacity shall, after the 1st of the month following 30 days of full-time employment, be eligible to enroll in the district benefit plans available to employees.

- a. The district will continue to provide Section 125 Flexible Spending Plan.
- b. The district will not provide dual health coverage to employee and spouse if both are District employees. Such employees shall be entitled to select one health care plan as provided herein for their family on the same basis as other employees. The employees will not be eligible for waiver pay.

c. Prescription Drug Plan - Prescription co-pay shall be as follows:

Generic Drugs	\$10
Non-Generic Drugs (formulary)	\$25
Non-Generic Drugs (non-formulary)	\$40
Specialty Drugs	\$100
Mail Order (90 Day Supply) – twice the respective co-pay.	

The district's prescription drug plan will pay only up to the cost of a generic drug, less the corresponding co-pay. If no generic exists, the plan will pay the brand drug cost less the corresponding co-pay. If a brand is dispensed, but a generic equivalent exists, the plan will pay up to the cost of the generic, less the brand co-pay. The prescription drug plan network of participating pharmacies shall be the same as the teachers' contract.

Section 3. Income Protection

The Board shall provide short-term income protection for benefit-eligible employees who are wholly and continually disabled, because of non-work related illness or injury, from performing the duties of his/her occupation with coverage currently in effect. Eligibility for benefits shall not be extended to absences resulting from injury or illness where the employee is not wholly and continuously disabled (e.g., period during which a physician recommends a lightened schedule). The period for the short-term disability benefit shall be limited to fifty-two (52) weeks from the initial absence, including all elimination periods. Should the employee remain disabled beyond fifty-two (52) weeks, the employee will be covered by the district's long-term disability benefit.

Those individuals who have accrued sick time beyond 260 days (52 weeks) on July 1, 2016 will be grandfathered and may remain in full pay status during the time for which they are considered disabled an exhaust their sick bank.

For twelve (12)-month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds (2/3) of an employee's weekly salary (hours scheduled to work per week times base hourly salary rate) up to a maximum of \$900 per week, commencing fifteen (15) days after the expiration of such employee's sick leave.

For ten (10)-month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds (2/3) of the employee's per diem up to \$165 per day, commencing fifteen (15) days after the expiration of such employee's sick leave. Employees will only be paid for missed workdays. No short-term disability payments will be made during the summer or during school breaks.

For individuals on short-term disability income, the district shall maintain District benefits for a period of time equal to the lesser of the employee's length of service with the district or twelve (12) months except that after twelve (12) weeks on short term disability, the employee shall be required to pay one-half (½) of the premium cost for medical and dental dependent premiums in addition to the employee's required share for employee only benefits.

Section 4. Life Insurance

The Board shall provide for life insurance benefits equal to one and one-half (1.5) times the employee's base annual salary rate.

Section 5. Dental

- a. All employees enrolled in district health coverage shall continue to be eligible to participate in the group dental benefit program. The annual limit shall be \$ 2,500 per person per year.
- b. Basic Restorative shall be 80%/20% for employee and dependent coverage.
- c. Premium Cost Sharing for the life of the Agreement:

Coverage	2021-22	2022-23	2023-24	2024-25	2025-26
Single	\$3	\$4	\$5	\$6	\$8
Employee + 1	\$6	\$8	\$10	\$12	\$14
Family	\$6	\$10	\$12	\$15	\$20

ARTICLE X – ILLNESS AND DISABILITY

Section 1. Full-time twelve-month employees shall be credited with twelve (12) days of sick leave allowance on the opening day of the work year

Section 2. Full-time time ten-month employees shall be credited with ten (10) days of sick leave allowance on the opening day of the work year.

Section 3. Part-time employees scheduled to work at least twenty (20) hours per week shall be credited with pro rata percentage of sick leave allowance in accordance with the number of regularly scheduled work hours per week divided by forty (40).

Section 4. Employees appointed after the start of the work year shall receive pro rata sick leave allowance for the balance of the work year.

Section 5. The unused portion of sick leave allowance shall accumulate from year to year without limitation and may be used as required.

Section 6. At the time of retirement, an employee who has served 10 years in the Central Bucks School District shall be entitled to a service award of \$70 for each year of Service.

- Section 7. No part of sick leave may be used for days for which worker's compensation or disability benefits are paid. For individuals receiving worker's compensation, the District shall maintain all District-paid benefits for a period of time equal to the employee's length of service with the district or twelve (12) months, whichever is less. Staff who are injured as the result of an interaction with a student, are seen by a doctor, and the doctor advises a course of treatment, shall not have their salary reduced during the duration of the treatment, but no more than 14 days. This may be extended with approval of the Superintendent
- Section 8. The district may require an employee to submit a doctor's note for three (3) or more consecutive days of absence; absences around holidays, vacations and/or personal days if the employee has been notified in writing of poor attendance.

ARTICLE XI – SALARIES & WAGES

Salary classifications and wages ranges are detailed in Appendix A Attached hereto and made a part of this Agreement.

ARTICLE XII – OTHER CONDITIONS OF EMPLOYMENT

Section 1. Vacancies

- a. Employees in the bargaining unit shall be afforded an opportunity to apply for vacancies within the district for which they may qualify. The promotion of bargaining unit members to vacant positions classified at higher salary ranges are encouraged by the district. The district has the duty, however, to consider the best interests of the district and therefore reserves the right to fill any vacancy by appointing a new employee rather than promoting an existing employee. The Director of Human Resources shall oversee and/or monitor all interviews, tests, or other procedures used in determining whether or not an employee is qualified for and received a promotional opportunity. When an internal applicant is either not selected for interview, or not offered the position, the applicant will be so notified in writing.
- b. Whenever the District decides to promote one, two or more employee applicants, the district judges in all respects to be equally qualified and suitable, such applicants shall be ranked by District seniority and promotion shall be offered to the applicant with the greater seniority. Unless there are no other applicants for a position, an employee who is servicing a probationary period shall not be eligible for a promotion until the probationary period has been satisfactorily completed.

- c. An announcement of each bargaining unit vacancy that is to be filled shall be posted for five (5) workdays and a copy shall be provided the Association president. Such announcement shall state the position's title, salary or hourly rate and work location. Temporary vacancies that are greater than thirty (30) workdays in duration and are known in advance shall also be posted according to the terms of this section.
- d. Employees will not be transferred involuntarily to fill a permanent vacancy more than once in any 5-year period.
- e. Bus Aides will be permitted to bid on temporary mid-day runs, following the same bidding procedures as drivers. No aides will be permitted to bid on temporary mid-day runs that have a driver to which they are related biologically or by marriage and/or with whom they are in a relationship.

Section 2. Travel Allowance

Employees who are required to use their own means of transportation in the performance of their job will be reimbursed at the rate established by the Internal Revenue Service effective July 1 of each fiscal year.

Section 3. Seniority

- a. Subject to the following conditions, seniority shall be determined by the date of an individual employee's latest period of continuous employment as bargaining unit employee as defined in Article I – Recognition.
- b. In the event two or more employees have the same seniority date, previous continuous total service as a regular part-time non-bargaining unit employee shall be used to break ties and determine a seniority rank for each employee. Further ties shall be broken by a random event (i.e., lottery).
- c. Seniority is broken whenever an employee retires, resigns, or is discharged for cause. Seniority is broken if an employee does not return from layoff within five (5) working days of the date on which recalled to active employment. Seniority is broken if an employee is absent without authorization for five (5) days.
- d. A revised seniority and job classification list shall be distributed by April 15 of each year. The Association President shall be given a copy of the seniority list for each building.
- e. Seniority shall accrue during any unpaid leave of absence.

Section 4. Lay Off and Furlough

Layoff and furlough shall be within the following classifications. When layoff or furlough is necessary, it shall be accomplished according to seniority with the least senior employee(s) in the affected classification being subject to layoff or furlough.

No bumping shall occur outside of the affected classification:

<p>Paraprofessionals</p> <ol style="list-style-type: none"> 1. Non-Instructional Educational Assistant 2. Personal Care Assistant 3. Instructional Educational Assistant Non-Special Education Instructional Assistants may not Displace Special Education Instructional Assistants 4. Office Clerk Non-Special Education Instructional Assistants may not Displace Special Education Instructional Assistants 5. General Assistant 6. Safety and Security Personnel 7. Technology Support Specialist 8. Administrative Assistants 	<ol style="list-style-type: none"> 9. Principal's Assistant 10. Staff Nurse 11. Assistant to Director of Operations 12. Custodian 13. Utility Person 14. Facilities Specialist 15. Mechanics, Groundskeeper, Carpenter, Plumber, Electrician and Administrative Assistant for Community Relations would each be a separate classification for layoff and recall due to the individual skills that are required for each.
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A position classification for the maintenance and custodial staff shall be defined as an hourly wage rate category as outlined in Appendix A - Section I -Mechanics, except for mechanics where a special skill or license is required.

In the event an employee subject to lay-off or furlough was employed immediately preceding the employment in another position classification included within this bargaining unit, such employee should be reinstated to such former position classification and the employee with the least seniority in that position classification shall be subject to lay-off or furlough. The salary or hourly rate for such reinstated employee shall not be decreased unless such employee's salary or hourly rate in the position from which he/she is furloughed is above the maximum salary or hourly rate for the position to which reinstated - in which case said employee shall receive the maximum salary or hourly rate for the position to which reinstated.

Section 5. Recall

- a. Recall shall be in the inverse order of being laid off or furloughed and the district shall not employ any person in a position classification from which an employee had been laid off or furloughed within the previous twelve (12) months unless all employees so laid off or furloughed have been recalled to active employment and have either rejected reemployment or failed to respond to recall within five (5) days of the date on which recalled. Notice of recall shall be sent to a laid off or furloughed employee by registered mail to the last known address of such person.

- b. Notwithstanding paragraph a. above, where there is recall from a furlough that has also resulted in employees being displaced from positions but not furloughed while others were furloughed due to the bumping set forth in Article 12, Section 4, then prior to recalling employees from furlough, employees who have been displaced shall have the opportunity to return to their previous position or one similar when one becomes available. The employee recalled from furlough would be recalled to the vacancy thereafter created. The twelve (12) month provision specified in paragraph a. above shall apply to paragraph b.

Section 6. Safety

Each member of the bargaining unit is expected to report, in writing, any and all safety concerns involving equipment, facilities or practices used by members of the bargaining unit. Written reports should be sent to the President of the Association, the District's Buildings and Grounds Office and the Director of Human Resources. Safety Committees shall be created in accordance with School Board Policy. The Association will have a member on this committee.

Section 7. Technology support specialists in a building shall not be regularly assigned duties monitoring students.

Section 8. Technology support specialists, effective July 1, 2016 shall be scheduled for an eight and one-half (8.5) hour day, inclusive of a thirty (30) minute, unpaid, meal break.

Section 9. The district will reimburse staff nurses the annual licensing fee upon proof of payment and a copy of the renewed nursing license.

Section 10. When a principal and/or supervisor require an employee to attend a District-provided training or education program, the district will fund any associated costs including salary.

Section 11. Employees will not be eligible for paid vacation, paid sick days or personal days during the notice period of 15 workdays prior to resignation or retirement. Personal and vacation days to which the employee is entitled will be paid following the last workday according to the provisions of this contract. Failure to work during the last 15 workdays of employment (unless disabled) shall result in forfeiture of all unused vacation or personal days and sick days. Early dismissal, late arrival, or school closure shall be included in this time.

Section 12. District agrees, effective 07.01.20, to make Athletic Director Secretary in the high school a full time, 12-month position.

Section 13. Effective 7/1/16, change Article 6 to reflect nurses would be paid an eight (8) hour day inclusive of meal breaks which they would self-schedule.

Should a nurse be reassigned during a day to a different building whose hours of work are different than the building to which the nurse reported in the morning, the nurse shall work to the end of the school day of the building to which he/she is reassigned or eight (8) hours, whichever is greater.

Staff nurses will be scheduled to hold 2 meetings annually with the direct supervisor. These meetings will mandatory, paid, and occur on professional development days, 1 meeting each semester, during the workday. For the benefit of students, staff nurses will not be assigned more than two buildings. There will be two (2) nurses scheduled in each building with students if data constitutes having two (2) in a building. The parties understand that per state law an LPN does not need to be assigned in a building with a CSN. Vacancies shall be posted according to Article XII.

Section 14. Should support staff, not required for snow removal, arrive late for work due to a weather emergency, he/she shall have until the end of the pay period to make up such time. If the emergency falls on the last day of the pay period, the employee will have until the end of the next pay period to make up the time.

Section 15. A Paraprofessional - Personal Care Assistant (PCA), is selected to provide specific services as determined by the Special Education Department. If services are no longer required, the satisfactory PCA will be placed in the next open/available PCA position regardless of location but will not have bumping rights.

Section 16. Custodians at the secondary level expected to cover extra sections when another custodian is absent will be compensated with one (1) hour of overtime per day that the custodian is covering extra sections. Custodians at the elementary level will receive two (2) hours of overtime per day that the custodian is covering extra sections.

ARTICLE XIII – GRIEVANCE PROCEDURE

The grievance procedure as found in Appendix B is attached hereto and made part of this Agreement.

ARTICLE XIV – WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on the Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement unless by mutual consent of both parties, and that this Agreement contains the entire contract between the parties.

ARTICLE XV – MODIFICATION OF AGREEMENT

This Agreement shall not be modified except by written amendment duly ratified and signed by both parties that will be physically attached to the copies hereof.

ARTICLE XVI - SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XVII - NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to enter into collective bargaining for a successor agreement not later than 180 days prior to June 30, 2026.

ARTICLE XVIII - MEET AND DISCUSS

The parties do hereby agree that matters of a "Meet and Discuss" nature as defined under Section 702 of Act 195 and the finding of the Pennsylvania Labor Relations Board, may be considered under the "Meet and Discuss" provision as set forth in Section 301(17), and in compliance with Section 120] (a)(9) and 1201(b)(9) of the Public Employees Act 195.

ARTICLE XIX- SUBCONTRACTING

The Association and the District recognize the potential need to reorganize positions within the Facilities Department. Both parties agree that if subcontracting occurs it would be limited to the Grounds Department. The district agrees to grandfather or transfer incumbent grounds person(s) if all grounds are subcontracted.

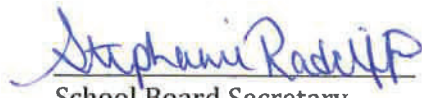
ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2021 and continue in full force and effect until June 30, 2026.

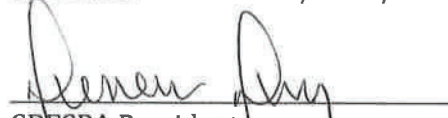
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers and representatives duly authorized as of the day and year first written above.

CENTRAL BUCKS SCHOOL BOARD


School Board President


School Board Secretary
3/08/2022

CENTRAL BUCKS ESPA/PSEA/NEA


CBESPA President


CBESPA Secretary

APPENDIX A – POSITION CLASSIFICATIONS, WAGE RANGES AND FOOTNOTES

Section 1. Classifications

<p>a. Paraprofessionals Non-Instructional Educational Assistants Transportation Assistant Educational Assistant – Office Duty Assistant Security Assistant</p>	<p>b. Technology Support Specialist</p>
<p>c. Instructional Educational Assistant Special Education Assistant Educational Assistant Library Assistant Basic Skills/Title I Instructional Assistant Job Coach/Transitions Programs</p>	<p>d. Staff Nurse</p>
<p>e. Personal Care Assistant</p>	<p>f. Custodian</p>
<p>g. Office Clerk – Non-Instructional School Office Clerk School Receptionist High School Guidance Clerk Science/Curriculum Clerk Graduation Project Clerk</p>	<p>h. Utility person Building utility District utility Grounds Warehouse</p>
<p>i. General Assistant Guidance Office Assistants School Office Assistants Central Office Assistants Curriculum Assistants Central Office Receptionist Special Services Assistants Athletic Office Assistants</p>	<p>j. Facilities Specialist</p>
<p>k. Safety & Security Personnel</p>	<p>l. Mechanics Class C Carpenter Communications Systems Mechanic Grounds person Warehouse Preventative Maintenance Mechanic</p>
<p>m. Administrative Assistants Assistant Principal’s Assistants Community School Assistants Accounts Payable Assistants Special Services Assistants Transportation Manager Assistants Community Relations Assistants Human Resources Assistants</p>	<p>n. Mechanic Class B Mechanic/Printer Groundskeeper</p>
<p>o. Principal’s Assistants</p>	<p>p. Mechanic Class A Boiler mechanic Carpenter Communications Systems Mechanic Electrician HVAC Plumber</p>

Wages:

FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26										
2.5% Retroactive to July 1, 2021	2.0%	2.5%	2.0%	1.0% ratification bonuses (not added to base salary) according to the following schedule based on hours worked per day:										
				<table border="1"> <tr> <td>8 hours/per day</td> <td>\$800 lump sum</td> </tr> <tr> <td>7 hours/per day</td> <td>\$800 lump sum</td> </tr> <tr> <td>6 hours/per day</td> <td>\$400 lump sum</td> </tr> <tr> <td>5 hours/per day</td> <td>\$400 lump sum</td> </tr> <tr> <td>4 hours/per day</td> <td>\$150 lump sum</td> </tr> </table>	8 hours/per day	\$800 lump sum	7 hours/per day	\$800 lump sum	6 hours/per day	\$400 lump sum	5 hours/per day	\$400 lump sum	4 hours/per day	\$150 lump sum
8 hours/per day	\$800 lump sum													
7 hours/per day	\$800 lump sum													
6 hours/per day	\$400 lump sum													
5 hours/per day	\$400 lump sum													
4 hours/per day	\$150 lump sum													

Instructional Assistants/PCA/Basic Skills – Approx. 450 employees are below county average of \$19.33 will receive an additional 1.5% each year to move toward the county average.

New Hire Rate Chart:

POSITION TITLE	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
ADMINISTRATIVE ASSISTANT	\$18.36	\$18.45	\$18.55	\$18.64	\$18.73
GENERAL ASSISTANT	\$16.32	\$16.40	\$16.48	\$16.57	\$16.65
PRINCIPAL'S ASSISTANT	\$23.68	\$23.80	\$23.92	\$24.03	\$24.15
TECHNOLOGY SUPPORT SPECIALIST	\$23.22	\$23.33	\$23.45	\$23.57	\$23.68
FACILITIES SPECIALIST	\$22.66	\$22.78	\$22.89	\$23.00	\$23.12
CUSTODIAN	\$18.34	\$18.43	\$18.53	\$18.62	\$18.71
NON-INSTRUCTIONAL ASSISTANT	\$14.28	\$14.35	\$14.42	\$14.50	\$14.57
INSTRUCTIONAL ASSISTANT/PERSONAL CARE ASSISTANT (PCA)	\$16.32	\$16.40	\$16.48	\$16.57	\$16.65
STAFF NURSE	\$24.32	\$24.44	\$24.56	\$24.69	\$24.81
SAFETY & SECURITY PERSONNEL	\$18.36	\$18.45	\$18.55	\$18.64	\$18.73
MECHANIC A	\$31.60	\$31.76	\$31.91	\$32.07	\$32.23
MECHANIC B	\$31.45	\$31.60	\$31.76	\$31.92	\$32.08
MECHANIC C	\$23.22	\$23.33	\$23.45	\$23.57	\$23.68
UTILITY PERSON	\$19.88	\$19.98	\$20.08	\$20.18	\$20.28

An employee promoted to a position classification allocated to a higher salary grade shall he placed within the salary range of the new position but not Less than the employees existing pay rate.

A new employee may receive salary credit for previous training and/or experience. The hourly rate granted shall not normally exceed the hourly rate of the lowest paid individual currently employed in the same job description (not job classification) nor may it exceed the rate of the highest paid individual currently employed in the same job description (not job classification). If the Board finds it necessary to employ a new employee at a rate in excess of the hourly rate of the lowest paid individual currently employed in that job description (not job classification), the minimum salary for employees existing in that job description (not job classification) will increase to the new rate.

a. Salary Rate Differentials

1. Third Shift Custodian - Custodians who's scheduled workday, excluding overtime, encompasses three or more hours between midnight and 7:00 a.m. shall, be compensated at the rate of 1.07 times the appropriate hourly rate indicated above for all hours worked during that scheduled workday (excluding overtime). Third Shift Salary Differential shall be paid in accordance with the same schedule used to pay overtime (normally with the pay issued two weeks after the close of the pay period).
2. Educational Assistant Premium Pay - A special education assistant or a personal care assistant assigned to students with toileting needs shall receive an additional \$0.75 per hour for students at level 2 or 3 (described below), or \$1.25 per hour for students at level 1 (described below) above the rate to which otherwise entitled.
Level One – students who are at the “partial or full physical” level of support. These students may need hands-on assistance with wiping after a bowel movement or may not be able to wipe themselves or change their diapers due to physical limitations.
Level One - \$1.25 per hour

Level Two – students who are at the “modeling” and “gestural” levels. These students would need a staff member to accompany them into the bathroom each time, pointing and modeling tasks in the bathroom, and reviewing any visual guides/task analyses and providing and verbal cues about what to do.

Level Three – students who are at the “visual” and “verbal” levels. These students would need a staff member to escort them to the bathroom each time, reviewing any visual guides/task analyses and providing and verbal cues about what to do.
Level Two & Three - \$0.75 per hour
3. Paraprofessional - Instructional Education Assistants (IA's) who have teacher certification will be paid an additional \$2.00/hour. Such Paraprofessional Instructional Education Assistant will be required to substitute for absent teachers when needed. Educational Assistants and emergency certified Instructional Educational Assistants shall receive an additional \$1.00 per hour respectively. Those with an inactive certification will be compensated at \$1.50 per hour over base when covering a class as a substitute teacher.
 - a. Emergency Certified – \$1.00 over base
 - b. Inactive certified - \$1.50 over base
 - c. Active certified - \$2.00 over base

This will be on a rotating basis as needed within a building and based upon certification. There will be no cap, but the district will closely monitor and continue efforts to increase substitute pool. Employees will only be permitted to move on or off this list at the beginning of semester 1 or semester 2. If an individual is not substituting the individual will be removed at the start of the next semester.

4. Inclement Weather

School Closings: On days the district is closed due to inclement weather:

- **Operations/Facilities Staff** – all, including mechanics, utilities, grounds, and custodial staff will report to work during an inclement weather clean-up and removal will be paid at **double time** their regular rate of pay.
- For safety reasons, there must be at least 2 employees assigned to any building.
- Once inclement weather clean-up is complete Operations/Facilities Staff will be permitted to leave and work on available trainings remotely.
- If an Operations/Facilities Staff member require a medical accommodation to prevent shoveling, salting, or operating a snowplow they are required to complete paperwork with the Department of Human Resources prior to November 15th annually. Should a condition arise after November 15th that will not prevent an employee from submitting after November 15th for a medical accommodation.
- If the schools remain closed additional days following the inclement weather event clean-up, Operations/ Facilities Staff will report at regular rate of pay when safely able to arrive.
- **Operations/Facilities Staff** – that utilize benefit time (vacation, personal or sick) will be charged for that time, which will be paid at their regular rate of pay. The district reserves the right to request a physician's note after more than one use of sick time during inclement weather events.
- **All other 10- and 12-month Support Staff including 210 Assistants and all Assistants at 16 Welden and 20 Welden** – will not be required to report to work if the buildings are closed due to inclement weather. However, all will be required to work remotely. Support Staff may be needed for Asynchronous/Synchronous learning with students.

Delayed Openings/Early Dismissal – On a day that the district has a delayed opening/early dismissal due to inclement weather:

- **Operations/Facilities Staff** – all, including mechanics, utilities, grounds, and custodial staff who report to work during an inclement weather clean-up and removal will be paid at **double time** their regular rate of pay from the time they report to work until the start of their normal shift. After the start of their normal shift, all normal overtime rates will apply.
- If an Operations/Facilities Staff member require a medical accommodation to prevent shoveling, salting, or operating a snowplow they are required to complete paperwork with the Department of Human Resources prior to November 15th annually. Should a condition arise after November 15th that will not prevent an employee from submitting after November 15th for a medical accommodation.
- **All other 10- and 12-month Support Staff including 210 Assistants and all Assistants at 16 Welden and 20 Welden** – are to report as close to their normal start as possible and may make up any missed within the current or immediately following pay period or use appropriate leave (vacation or personal) time.

Early Dismissal – Employees may leave one (1) hour after student dismissal, employees leaving will be paid their regularly scheduled time for that day.

- If staff is required to work on holidays or weekends, normal overtime rates will apply as outlined in the CBESPA agreement.
5. Any bargaining unit member temporarily assigned to other duties normally performed by an employee in this bargaining unit shall be paid the salary of the employee that they replace starting on the 2nd day of work in that position, and continue at that salary until the employee returns, or if the person does not return, until the vacancy is filled.
- b. All new employees shall serve for a three-month probationary period. The termination of employment at any time during the probationary period shall not be subject to grievance or appeal. Employees may have the probationary period extended by 60 calendar days by the district with written notice of cause provided to the employee and the Association.
 - c. Promotions
 1. A full-time employee who is promoted to a higher position classification shall serve in such new position classification on a probationary basis for two (2) months. The district may extend the probationary period for up to thirty (30) days upon written notice to the Union and to the Employee.
 2. A promoted employee may, during the first month-of probation, opt to return or may be returned by the district to his/her former position. Other employees affected by the above shall also be returned to their former positions. For the purpose of this section, position shall be defined as the same building, pay grade and shift.
 3. A promoted employee who does not satisfactorily complete the probationary period in the new position classification shall be entitled to return to his/her former position classification at their previous wage rate. If no positions are available, then the employee shall be assigned to any position within their position classification until such time as a vacancy occurs. Such termination a of employment in the new position classification shall not be subject to grievance or appeal.
 - d. A part-time custodian shall not serve an additional probationary period if promoted to a full-time custodian. A part-time custodian promoted to a higher position classification shall serve a three (3) month probationary period. The district will endeavor to return any such promoted part-time custodian whose employment in such a higher position classification is terminated during the probationary period to a part-time custodian position.
 - e. Excepting assignment to a summer cleaning crew, a maintenance/custodial employee who is temporarily assigned on a continuing basis for more than one day to a position allocated to a higher hourly rate, or to replace an employee in a higher position classification who is absent shall be given, in writing, general instructions indicating whether the employee is to basically perform the duties of the higher position classification or to perform the duties appropriated to his/her own position classification. If given written instructions indicating that the employee is to perform the duties of the higher position classification, the employee shall be paid at the appropriate hourly rate for such position classification as if temporarily promoted.

- f. Pay periods will be semi-monthly with direct deposit required.
- g. When a pay date falls on the holiday, the pay date will be the last workday preceding the holiday.

APPENDIX B – GRIEVANCE PROCEDURE

Section 1. Definitions

- a. Grievance – A “grievance” is a complaint regarding the meaning, interpretation, or application of any provision of this agreement.
- b. Claimant – A "claimant" is the person, persons or the Association making the claim.

Section 2. Procedure

The parties agree that every- effort will be made to resolve all such problems through oral discussion with the building principal or designated administrative supervisor.

Section 3. Formal Grievance Procedure

- a. Level 1 – Any claimant who has not been able to satisfactory resolve the problem through oral discussion with the building principal or designated administrative supervisor may reduce the grievance to writing on a form agreed to by the parties and may submit such grievance in writing to the Director of Human Resources within twenty-five (25) working days of the act upon which the grievance is based. The Director of Human Resources shall meet with the claimant within eight (8) working days following receipt of the written grievance and shall respond to the grievance in writing within five (5) working days after such meeting.
- b. Level II – If action taken at Level, I fail to satisfactorily resolve the grievance, the grievance may be submitted in writing by the claimant to the Superintendent within eight (8) working days of the employee's receipt of the written response pursuant to Level I. The Superintendent shall meet with the claimant within eight (8) working days following receipt of the written grievance and shall respond in writing within five (5) days after such meeting.
- c. Level III – If action taken at Level II fails to satisfactorily resolve the grievance, the grievance may be submitted in writing by the claimant to the Board within five (5) working days of the employee's receipt of the written response pursuant to Level II. The Board or a committee of the Board shall meet with the claimant within twenty-five (25) calendar days following receipt of the written grievance and shall respond to the grievance in writing within five (5) working days after such meeting. A copy of the written response shall be forwarded to the president of the Association.

- d. Level IV – If the Association is not satisfied with the disposition of the grievance at Level III it may, within five (5) working days after receipt of the Board's response, initiate arbitration pursuant to Section 903 of Act 195, Public Employee Relations Act.

Section 4. Miscellaneous

- a. Time limits may be extended by mutual consent, such consent to be in writing.
- b. Forms for filing grievances shall be prepared jointly by the Board and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- c. Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their representatives.
- d. A claimant is entitled to have representation of his or her own choice at each step of the grievance procedure.
- e. If the Director of Human Resources, Superintendent, or Board fail to meet the time limits as specified in Level I, II, or III, respectively, the grievance may proceed to the next level.
- f. Meeting at Level I, II, and III may be waived by Director of Human Resources, Superintendent or School Board respectively. In the event any such meeting is waived, the written response to the grievance shall be sent to the claimant not later than would be required if a meeting were held.
- g. Non-Forfeiture Clause – Failure to process a grievance by any member of the bargaining unit shall not constitute an acceptance of any conditions or practices under this agreement and shall not waive any future rights to grieve any item.