

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

July 1, 2016 to June 30, 2021

**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, 2016, 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 employees scheduled to work at least twenty (20) hours per week for four (4) or more months who are employed in classifications as listed in Appendix A. “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 or 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 monitor is one who is regularly scheduled to work thirty-seven and one-half (37½) hours or more per week on a year round basis. Full-time twelve-month computer 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 ½) 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 computer 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 security assistant, non-instructional educational assistant, educational assistant, personal care assistant and/or health room 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 non-instructional educational assistant, educational assistant, personal care assistant and/or health room assistant is one who is regularly scheduled to work each student day and one who works at least four (4) hours per day or twenty (20) 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.

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 or compensation 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 all 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, 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 any 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 an opportunity to review such material. The employee shall have 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 the 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. Dues 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, from time to time, 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.

Section 6. Fair Share

- a. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by the Fair Share Act of 1988.
- b. The District and the Association agree to comply with all provisions of said law.
- c. The Association agrees to extend to all employees covered by this agreement an opportunity to join the Association.
- d. If any legal action is brought against the Central Bucks School District as a result of any action 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.

- e. 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 the result of any willful misconduct by the School District or as the result of the School District's failure to properly perform its obligation under this article.

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 (5) consecutive days not exceeding seven and one-half (7½) hours with scheduled starting and quitting times. A twelve-month computer specialist's 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 (½) 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.
- b. A ten-month clerical or secretarial employee's regular work week shall not exceed five (5) consecutive days. The regular work day for ten-month clerical and secretarial employees shall not exceed seven and one-half (7½) hours with scheduled starting and quitting times. During summer months, said employees shall have a one-half (½) hour unpaid lunch.
- c. Full-time educational assistants shall be scheduled to work at least six (6) and not more than seven and one-half (7½) hours on each student day and shall be scheduled to work at least nine hundred sixty (960) hours per year.
- d. Maintenance or custodial employee's regular work week shall consist of five (5) consecutive days, with a scheduled starting and ending time.
- e. A staff nurse, when authorized, may work one day prior to the beginning of school to prepare the building. The employee will receive compensatory time for such work.

Section 2. Overtime

- a. Secretarial / Clerical / Educational Assistants / Computer Specialists / Safety and Security Monitors
 - 1. Prior approval of the employee's designated supervisor and the Superintendent or his/her designee is required for all overtime.
 - 2. An employee shall be compensated at one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) hours during any work week.

3. An employee shall be compensated at the straight pay hourly rate for all hours worked beyond thirty-seven and one-half (37½) hours during the work week, but less than forty (40) hours during the work week.
4. Time off for authorized leave shall be counted as hours worked for the purpose of calculating overtime.

b. Maintenance/Custodial Overtime

1. 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.
2. 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.
3. Overtime work on Sunday shall be paid at double time.
4. 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).
5. 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).
6. 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.
7. 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 work day and three (3) hours or more before the scheduled work day. An employee who is scheduled for a building check will be paid for a minimum of two hours at the appropriate overtime rate.
8. Overtime shall be offered within a building according to seniority on a rotation basis. A record shall be maintained by the head custodian 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 custodial supervisor.
9. 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.

When three (3) or more outside groups use different parts of a school building and the activities of each group overlap by 2 hours or more, the District will schedule a second custodian.

Section 3. Meal Period - Except for an emergency, an employee shall be entitled to an uninterrupted meal period without pay scheduled by the employee with his/her supervisor's approval.

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 –

1. TRAINING

- a. Full-time and 29+ hour IA's, PCA's 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 fifteen (15) 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 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 ten (10) 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 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.
Participation will be voluntary and shall not be paid for attending. Should an insufficient number of Aides sign up in advance of the summer sessions, the program may be cancelled.

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.

<u>Continuous Service by July 1 of at least</u>	<u>But less than</u>	<u>Entitlement</u>
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

Any employee who as of June 30, 1996, has earned 25 days' vacation shall continue to be provided by the District with 25 days' vacation for the life of this agreement. No additional personnel shall be entitled to earn 25 days of vacation in a year. Employees hired prior to 11/1/96 will continue to earn vacation days as follows: At least 10 years = 16 days; at least 11 years = 17 days; at least 12 years = 18 days and 13 or more years = 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. 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. The holiday schedule shall be developed by the Board. Employees shall be notified of the holiday schedule prior to the start of each fiscal year.
- 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 work days 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 work days 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 Leaves

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 for 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 \$100 per day. Such payment shall be made within thirty (30) days of the start of the fiscal year.

Employees may cash in unused personal days at their per diem rate not to exceed \$100 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 \$100 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 on a District form that 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. Absence with pay will be granted at the employee's regular straight-time rate for actual time lost from regularly scheduled work for up to three (3) days required as a result of the death of any of the following legal relatives: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, grandchild, or any relative who resides in the same household.
- b. Absence with pay will be granted at the employee's regular straight-time rate for actual time lost from regularly scheduled work for up to one (1) day for the purpose of attending the funeral of a cousin, grandparent, 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 following employee benefit programs.

Section 1. Effective October 1, 2016 and annually thereafter, the District and the Association agree to jointly request that the Consortium provide the District and the Association with projected information as to whether or not any of the health benefit plans offered by the Consortium would be projected to incur or actually incur an excise tax, tax, or penalty, as the result of the implementation of the Patient Protection and Affordable Care Act (ACA) on the Consortium's health benefit plan or on the District's health benefit plan. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected as of January 2020 or any subsequent January that any of the health benefit plans offered by the Consortium will incur excise taxes, taxes, or penalties imposed on the Consortium or upon the District's health benefit plan as the result of the health benefit plans exceeding the thresholds provided in the ACA, the District shall take action to withdraw from the Consortium if the Consortium fails to provide revised health benefit plan offerings that would be below the threshold limitations for such an excise tax or penalty. In the event that any new health benefit plans are offered, the parties shall

apply the employee premium share listed above for such health benefit plans. If, on the other hand, the Consortium fails to provide or approve such other less costly health benefit plans that are projected to cost less than any expected excise tax, tax, or penalty, the District will simultaneously start the process to withdraw from the Consortium and initiate the process below.

If and when the Consortium advises the District that a Cadillac Tax will be assessed, the parties will withdraw from the Consortium and immediately meet and confer with a mutually agreed upon Benefit Consultant to redesign the Plan(s) to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over different plan design changes to meet the objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the American Arbitration Association's rules on expedited arbitration.

The arbitrator shall choose either the Plan design offered by the District or the Association with the proviso that the Plan must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion.

Section 2. Health Care

a. District shall offer eligible employees the preferred health insurance plans administered by the Bucks and Montgomery Schools Consortium. Should additional preferred plans be offered, the parties will meet to discuss whether it (they) will be offered and what the premium share should be.

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

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
12-month employees	10%	12%	12%	13%	13%
10-month employees	12%	14%	14%	15%	15%

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

12-month employees	20%	22%	23%	24%	24%
10-month employees	24%	24%	25%	26%	26%

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 period s. 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 ($\frac{2}{3}$) of an employee's weekly salary (hours scheduled to work per week times base hourly salary rate) up to a maximum of \$750 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 ($\frac{2}{3}$) of the employee's per diem up to \$150 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 ($\frac{1}{2}$) 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 \$2,000 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:

Individual	\$3/month
Dependent	\$6/month

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 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 \$50 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.
- 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) work days 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) work days in duration and are known in advance shall also be posted according to the terms of this section.

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. No bumping shall occur outside of the affected classification:

<ul style="list-style-type: none"> 1. Non-Instructional Educational Assistant 2. Personal Care Assistant 3. Instructional Educational Assistant <ul style="list-style-type: none"> Non-Special Education Instructional Assistants may not displace Special Education Instructional Assistants 4. Office Clerk <ul style="list-style-type: none"> Non-Special Education Instructional Assistants may not displace Special Education Instructional Assistants 5. General Secretary 6. Safety/Security Monitor 7. Building Computer Specialist 8. Administrative Secretary 	<ul style="list-style-type: none"> 9. Principal's Secretary 10. Staff Nurse 11. Secretary to Director of Operations 12. Custodian 13. Utility Persons 14. Head Custodian 15. Mechanics, Groundskeeper, Carpenter, Plumber, Electrician, and Administrative Secretary 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.

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

Section 8. Computer Technicians, effective July 1, 2016 shall be scheduled for an eight and one-half (8 ½) 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.
- Section 12. District agrees, effective 7/1/ 16, 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.

- 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.
- Section 15. A 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 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.

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, 2021

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 1201(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, 2016, and continue in full force and effect until June 30, 2021.

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

Elizabeth A. Dorsey
President

Sharon L. Reiner
Secretary

CENTRAL BUCKS ESPA/PSEA/NEA

Wayne L. Binstock

Brian Jennings

APPENDIX A - POSITION CLASSIFICATIONS, WAGE RANGES AND FOOTNOTES

Section 1. Classifications

- a. Non-Instructional Educational Assistants
 - Transportation Assistant
 - Educational Assistant – Office
 - Duty Assistant
 - Security Assistant

- b. Instructional Educational Assistant
 - Special Education Assistant
 - Educational Assistant
 - Library assistant
 - Basic Skills/Title I Instructional Assistant

- c. Personal Care Assistant

- d. Office Clerk-Non Instructional
 - School Office Clerk School
 - Receptionist
 - High School Guidance Clerk
 - Science/Curriculum Clerk
 - Graduation Project Clerk

- e. General Secretary
 - Guidance Office Secretary
 - School Office Secretary
 - Central Office Secretary
 - Curriculum Secretary
 - Central Office Receptionist
 - Special Services Secretary
 - Athletic Office Secretary

- f. Safety & Security Monitor

- g. Administrative Secretary
 - Assistant Principal's Secretary
 - Community School Secretary
 - Accounts Payable Secretary
 - Special Services Secretary
 - Transportation Manager Secretary
 - Community Relations Secretary
 - Human Resource Secretary

- h. Principal's Secretary

- i. Building Computer Specialist
- j. Staff Nurse
- k. Secretary Operations
- l. Custodian
- m. Utility person
 - Building utility
 - District utility
 - Grounds
 - Warehouse
- n. Head Custodian
- o. Mechanics Class C
 - Carpenter,
 - Communications Systems Mechanic
 - Grounds person
 - Warehouse Preventative
 - Maintenance Mechanic
- p. Mechanic Class B
 - Mechanic/Printer
 - Groundskeeper
- q. Mechanic Class A
 - Boiler mechanic
 - Carpenter
 - Communications Systems Mechanic
 - Electrician
 - HVAC
 - Plumber

Wage Ranges

- a. Employees whose hourly rate is less than the Market Rate shall receive a three percent 3% increase for 2016-2017, 3.5% for 2017-2018, 3.5% for 2018-2019, 3.75% for 2019-2020 and 3.75% for 2020-2021.

Employees whose hourly rate equals or exceeds the Market Rate shall receive a two percent 2% increase for 2016-2017, 2.0% for 2017-2018, 2.5% for 2018-2019, 2.5% for 2019-2020 and 2.5% for 2020-2021.

In any year where an employee's below Market Rate exceeds the Market Rate once the below the Market Rate percentage increase is applied, the pay rate will be set at the next highest Market Rate pay rate in that specific employee classification for the new year.

Market Rates 2016-2021:

Position	2016-2017 Market Rate	2017-2018 Market Rate	2018-2019 Market Rate	2019-2020 Market Rate	2020-2021 Market Rate
Administrative Secretary	\$21.87	\$22.31	\$22.87	\$23.44	\$24.02
General Secretary	\$19.27	\$19.66	\$20.15	\$20.65	\$21.17
Grade 8 Secretary (<i>Closed</i>)	\$27.65	\$28.20	\$28.91	\$29.63	\$30.37
Principal's Secretary	\$24.62	\$25.11	\$25.74	\$26.38	\$27.04
Building Computer Specialist	\$25.86	\$26.38	\$27.04	\$27.71	\$28.41
Custodian	\$19.51	\$19.90	\$20.40	\$20.91	\$21.43
Head Custodian (<i>All Buildings</i>)	\$25.36	\$25.87	\$26.51	\$27.18	\$27.86
Non-Instructional Aide	\$15.56	\$15.87	\$16.27	\$16.67	\$17.09
Instructional Aide/Personal Care Aide	\$19.52	\$19.91	\$20.41	\$20.92	\$21.44
Staff Nurse	\$25.98	\$26.50	\$27.16	\$27.84	\$28.54
Safety and Security Monitor	\$19.60	\$19.99	\$20.49	\$21.00	\$21.53
Mechanic A	\$33.71	\$34.38	\$35.24	\$36.12	\$37.03
Mechanic B	\$32.80	\$33.46	\$34.29	\$35.15	\$36.03
Mechanic C	\$25.58	\$26.09	\$26.74	\$27.41	\$28.10
Utility Person	\$23.71	\$24.18	\$24.79	\$25.41	\$26.04

New Hire Rates 2016-2021:

Position	2016-2017 Market Rate	2017-2018 Market Rate	2018-2019 Market Rate	2019-2020 Market Rate	2020-2021 Market Rate
Administrative Secretary	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27
General Secretary	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
Grade 8 Secretary (<i>Closed</i>)	\$23.26	\$23.96	\$24.67	\$25.41	\$26.18
Principal's Secretary	\$20.93	\$21.56	\$22.20	\$22.87	\$23.56
Building Computer Specialist	\$20.52	\$21.14	\$21.77	\$22.43	\$23.10
Custodian	\$16.21	\$16.70	\$17.20	\$17.72	\$18.25
Head Custodian (<i>All Buildings</i>)	\$20.03	\$20.63	\$21.25	\$21.89	\$22.55
Non-Instructional Aide	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21
Instructional Aide/ Personal Care Aide	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
Staff Nurse	\$22.13	\$22.47	\$23.03	\$23.61	\$24.20
Safety and Security Monitor	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27
Mechanic A	\$27.93	\$28.77	\$29.63	\$30.52	\$31.44
Mechanic B	\$27.80	\$28.63	\$29.49	\$30.38	\$31.29
Mechanic C	\$20.52	\$21.14	\$21.77	\$22.43	\$23.10
Utility Person	\$17.59	\$18.12	\$18.66	\$19.21	\$19.78

An employee promoted to a position classification allocated to a higher salary grade shall be 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 whose scheduled work day, 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 work day (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 - An special education assistant or a personal care assistant assigned to students with toileting needs or as a health room assistant shall receive an additional \$.50 per hour above the rate to which otherwise entitled.
 - 3. Instructional Assistants (IA's) who have teacher certification will be paid an additional \$1.00/hour. Such IA's will be required to substitute for absent teachers when needed. 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.
- c. 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.
- d. 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 three (3) months. The District may extend the probationary period for up to sixty (60) days upon written notice to the Union and to the Employee.
 - 2. A promoted employee may, during the first two months 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 of employment in the new position classification shall not be subject to grievance or appeal.

- e. 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.
- f. 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.
- g. Secretaries and educational assistants 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 3rd day of work in that position.
- h. Pay periods will be semimonthly with direct deposit required.
- i. When a pay date falls on a 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 I

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 fails 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.