



AGREEMENT

BETWEEN

ROSE TREE MEDIA SCHOOL DISTRICT

AND

**ROSE TREE MEDIA SECRETARIES AND EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION - ESPA**

Approved by the Board of School
Directors June 17, 2021
Revised: March 23, 2023

For the period
July 1, 2021 through
June 30, 2025

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ARTICLE I

PARAMETERS OF AGREEMENT

A. Recognition

The Rose Tree Media School District (School District) hereby recognizes the Rose Tree Media Secretaries and Educational Support Personnel Association - ESPA (Association) as the exclusive and sole representative for collective bargaining as set forth in the certification of the Pennsylvania Labor Board dated December 16, 1986. (PERA-R-86-501-E) as follows: All full-time and regular part-time white collar non-instructional employees including but not limited to Secretaries, Office Clerks, Library Technicians, Health Room Nurses, Technology Assistants, Support Staff I and Support Staff II, Attendance/Office Assistants, and excluding supervisors, first level supervisors; management level employees, confidential employees and guards as defined in the Act.

B. Modification

This Agreement shall not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

C. 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 provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Waiver

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, that this Agreement constitutes the entire Agreement between the parties for the duration of the life of the Agreement and that no additional negotiations on this Agreement shall be conducted on any item, during the life of this Agreement, whether contained herein or not, and whether mentioned or discussed or not during the negotiations preceding the execution of this Agreement.

E. No Strike/No Lockout

1. Both parties agree to faithfully abide by the provision of Act 195. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or

encourage any such strike during the life of this Agreement. The Association further agrees that it and the members of the bargaining unit will not, during the term of this Agreement, engage in a strike, selective strikes or any other concerted effort designed to impair the normal operation of the School District. It is further agreed that the School District shall not engage in any lockout during the life of this Agreement.

2. Should a strike or other concerted effort occur, which is in violation of this Agreement, the Association, within twenty-four (24) hours following a request by the Board shall:
 - a. Publicly disavow such action, and
 - b. Advise the School District in writing that such action has not been authorized or sanctioned by the Association.

F. Construction

The Association and the School District agree that this Agreement shall be interpreted and construed in a manner neither in violation of, nor in conflict with, any provisions of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

G. Management Rights

1. The employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.
2. It is understood and agreed that the School District, based upon its sound discretion, possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the School District including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other employees required, to select and hire employees, to promote, suspend, lay off, demote, or discharge employees, and to make, apply and enforce rules and regulations, provided only that such rights shall not be exercised by the employer in violation of the express provisions of this Agreement.

H. Date

All Articles in this Agreement, except as otherwise stated, shall be in effect from July 1, 2021 through June 30, 2025.

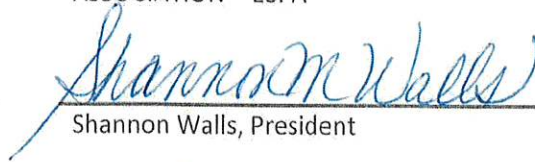
ROSE TREE MEDIA

BOARD OF SCHOOL DIRECTORS

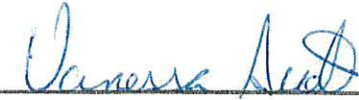
ROSE TREE MEDIA SECRETARIES AND
EDUCSTIONAL SUPPORT PERSONNELL
ASSOCIATION – ESPA



Susan Henderson-Utis, President



Shannon Walls, President



Vanessa Scott, Secretary



Allison Koechig, Secretary

Date:

Date:

10-15-21

10/05/2021

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Released Time for Meetings

Whenever any representative of the Association or any employee participates during normal working hours in formal negotiations, grievance hearings, meetings or conferences mutually agreed upon by the School District and the Association, he/she shall suffer no loss of pay.

B. Maintenance of Membership

1. Any employee included in the bargaining unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of the Association or who joins the Association after the effective date of this Agreement, must remain a member of the Association for the duration of this Agreement, provided that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement; provided further that in the event any employee, who is a member of the Association, terminates his employment with the School District on or before June 30 of any year of this Agreement, such person may resign from the Association during the period of fifteen (15) days prior to June 30 of that year.
2. The Association shall indemnify and hold the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any dispute between the School District and a member of the Association by reason of Action taken by the School District of the purpose of complying with any of the provision of this article, or in reliance on any list, notice or document furnished under any of these provisions.
3. The School District, on or before October 1 of each year, will provide the Association with a list of the names, addresses, position, part time/full time status, and location of all employees in the bargaining unit.

The School District will also provide the Association with the name, address, position, part time/full time status, and location of any employees hired after October 1, such notice to be provided within thirty (30) days after the date of hire.

C. Facilities

1. Mail- The Association shall be permitted the use of inter-school mail facilities provided such use does not interfere with regular school mail. It is understood that the School District assumes no responsibility of any kind for delivery of any item placed in the inter-school mail.

Employees shall be provided with a location in each building in the School District where their mail can be received.

2. Electronic and Voice Mail - The Association is entitled to the reasonable use of the School District's electronic mail and voice mail systems, if available in the buildings of the School District for Association business. The Association acknowledges and understands that use of the electronic mail and voice mail systems are School District property and such use of those systems is not subject to individual rights of privacy or confidentiality.
3. Bulletin Boards - The Association will be entitled to the use of bulletin board space in each building as designated by the School District.
4. School Equipment - The Association shall have the use of school equipment when prior permission has been granted by the building supervisor. Any materials consumed and any damages done to equipment or materials by the Association shall be paid for by the Association within ten (10) working days upon receiving an invoice from the School District.
5. Building Use - The Association and its representatives, with prior approval, may be allowed the use of school buildings for meetings after school hours. Arrangement for such use shall be made with the Principal of the building in which the meeting is planned, or with the staff member in charge of the building. In all such cases, regular instructional and instructional-support programs of the District shall have priority. In addition, the Association meetings shall not be held on School District time.

ARTICLE III

WORKING CONDITIONS

A. Personnel File

1. Each employee, upon written request, shall have the right to review the contents of his/her personnel file at a time and place designated by the School District. The employee shall be entitled to have a representative of the Association accompany him/her during such review.
2. No materials derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof. Failure or refusal of an employee to affix his/her signature shall not preclude the report from remaining in the employee's record. The employee shall also have the right to submit a written answer to such materials and his/her answer shall be attached to the file copy.
3. No item shall be removed from the personnel file of the employee without the employee's authorization. No examination shall be made of the employee's personnel file by anyone who has not been authorized by the School District or authorized in writing by the employee.

B. Vacancies

Whenever the School District determines that it will permanently fill a vacancy within the bargaining unit it will post a notice for ten (10) calendar days in all School District buildings prior to filling the position. The posting period may be reduced upon mutual agreement of the School District and the Association. The Association's President shall receive a copy of all such postings. The posting shall contain the minimum qualifications, skill requirements, hours, wages and job description. In filling such a vacancy, the School District will give first consideration to bargaining unit applicants. First consideration is defined as an interview. In an emergency situation the School District may fill the vacancy during the posting period and during the interview process.

C. Due Process

1. The School District and the Association expressly agree that the Board and the Administration shall have the right to discipline an employee for cause. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, oral reprimand, written warning, written reprimand, unsatisfactory rating, or dismissal for cause.
2. In determining whether cause exists for dismissal, that term shall specifically include, but shall not be limited to, just cause, or any conduct or action by an employee which would lawfully provide a proper basis for dismissal.
3. In the event that the Superintendent shall recommend to the Board that an employee be dismissed, that recommendation and the reasons therefore shall be transmitted, in writing, to the employee involved.
4. This section shall apply to disciplinary actions only and shall not apply to retirement, abandonment of contract, resignation, or other changes in employee status which are indicated by the employee, or which are initiated by the Board for reasons other than for the purpose of discipline of an employee for cause. During the probationary period established in Article VIII, employees shall not be covered by this Article.

D. Layoffs

1. In the event of a furlough or layoff of bargaining unit employees, employees shall be laid off within a job classification based upon their education, training, skill, job evaluation, job responsibilities and seniority. The Association, when grieving and/or arbitrating any decision by the School District concerning who is to be laid off has the burden of proving that the School District's decision was arbitrary or discriminatory.
2. Employees shall be recalled from layoff within a job classification in the inverse order in which they were laid off. No new employee shall be hired until all employees on layoff status from that job classification have been offered the opportunity to return.
3. Seniority shall be defined as the length of continuous service with the Rose Tree Media School District in the same classification within the bargaining unit regardless of full-time or part-time status. Paid and unpaid leaves of absence shall not count as an interruption of service. Seniority shall start on the date of the employee's hire by the School District in that classification. Seniority shall be uninterrupted by layoff or furlough for one (1) year provided the employee returns to work within five (5) work days of written notification to return to work.
4. When two or more employees have the same seniority date, the order of seniority will be determined by lottery.

5. The School District shall provide to the President of the Association a list of all of Association members with their years in the School District and seniority in classification no later than November 1st of each school year.

ARTICLE IV

LEAVES

A. Paid Time Off (PTO)

1. a) Employees who desire to take time off from work can do so through the use of Paid Time Off. Paid Time Off is available to all employees of the bargaining unit, with the exception of new hires who are on probation. However, existing employees who transfer into another position shall be able to accrue and utilize paid time off while in probationary status for the new position, including any paid time off in the employee's bank. Eligible employees will receive their current year PTO hours twice a fiscal year as defined in Article IV, B. Any twelve-month employee who is on probation as of July 1st, will receive prorated PTO hours based on the number of months remaining in the fiscal year. Any ten-month employee who is on probation as of September 1st, will receive prorated PTO hours based on the number of months remaining in the fiscal year. Once an employee successfully completes probation, the employee shall receive the prorated PTO hours upon completion.
- b) Employees may take Planned PTO in whole shift or half shift increments only. Example: If an employee is scheduled to work a seven-hour day then the employee may take either seven hours or three and half (3.5) hours of Paid Time Off.
2. a) Paid Time Off shall be earned on a monthly basis starting on July 1st for twelve-month employees and September 1st for ten-month employees. If an employee becomes eligible for PTO from the first to the fifteenth of the month, the employee shall earn PTO based upon the full month. If the employee becomes eligible for PTO from the sixteenth to the last day of the month then the employee shall start to earn PTO on the first of the following month.
- b) PTO is not earned or available to ten-month employees during summer school or extended school year.
3. a) Planned time off, example a vacation, will require approval from the employee's supervisor, which shall not be unreasonably denied. However, the employee shall not be required to submit a reason with the request. Employees need to request planned time off two (2) weeks in advance. The employee will need to request the time off through the computer system or via the paper form.
- b) Twelve-month employees may request up to ten (10) consecutive working days

off during a single Planned time off absence.

- c) Ten-month employees may request up to five (5) consecutive working days off during a single Planned time off absence.
4. Unplanned time off must be due to illness or personal emergency. Unplanned time off shall not require prior approval. The employee will need to report their absence to their supervisor prior to the start of their shift; however, the employee shall not be required to submit a reason with the reported absence. The employee will need to record their absence in the computer system upon returning to work. If the employee is out four consecutive workdays or more, the employee must contact their supervisor to inform the supervisor of their anticipated length of time out of work. The employee must also contact the Office of Human Resources to request a medical leave of absence form, if the absence is due to medical reasons.
5. Paid Time Off may be taken a day before or a day after a holiday. Holidays are reflected on the school calendar, which is approved yearly by the Board of School Directors. Since the District must be able to ensure that there are enough employees to work with students on days before or after a holiday, requests for Paid Time Off will be limited to five (5%) percent of staff per job classifications by building assigned to work with students. Since Central Office and school building offices must continue to run efficiently the day before or after a holiday, approvals for Paid Time Off will be limited to one employee per central office department or school office. Approval by an employee's supervisor is required, and approval is dependent on the job classification and staffing levels at each building or office. A supervisor can make exceptions to this rule during winter and spring breaks only. Requests for planned paid time off must be made two (2) weeks in advance in order for the supervisor to consider the request. If an employee establishes a pattern of taking unplanned PTO on a day before or after a holiday, the employee shall be subject to a progressive disciplinary process.
6. Ten-month employees may not use Paid Time Off on the first and last student school day or the first and last day of the employee's work year. Those dates are reflected on the calendar that is approved yearly by the Board of School Directors.
7. Accumulated Banked PTO Hours is defined as non-Current Year PTO Hours. Accumulated Banked PTO Hours accumulate without a cap on the number of hours an employee can bank and rolls over from year to year.
8. a) Employees may not take more time off during the fiscal year or school year than they earn in the fiscal year or school year with the exception of the utilization of Accumulated Banked PTO Hours as defined in paragraph A.9. Employees are not required to use Current Year PTO as detailed therein. Employees are required to request and receive permission from the Director of Human Resources to use their PTO beyond their Current Year PTO allotment for the fiscal year or school year,

which shall not be unreasonably denied. Such requests require the employee to provide rationale for the use of the employee's Accumulated Banked PTO. Such requests should be limited to medical reasons of the employee.

- b) An employee who has an immediate family member who has a medical emergency, or the employee experiences a personal emergency, the employee may request with an explanation and receive permission, which shall not be unreasonably denied, from the Director of Human Resources to use Accumulated Banked PTO Hours not to exceed an amount of three (3) workdays per family member.
9. If an employee is unable to work due to a documented medical condition which exists for four (4) or more days or qualifies for intermittent FMLA, the employee may use more PTO than they earn in a fiscal year or school year. Once the employee receives approval by the Director of Human Resources for a leave of absence due to a documented medical condition, the employee will stop using their Current Year's PTO Hours and draw upon their Accumulated Banked PTO Hours. If an employee exhausts their Accumulated Banked PTO Hours, the employee will resume using their Current Year's PTO Hours. Once an employee exhausts their Current Year's PTO Hours, the time will be unpaid. Once an employee is approved for an unpaid medical leave, the Current Year's PTO Hours will be prorated to reflect the time away from actively working. -
10. Paid Time Off will be calculated and earned based on whether an employee is classified full-time or part-time. A full-time twelve-month employee shall receive more Paid Time Off than a part-time twelve-month employee. A full-time ten-month employee shall receive more Paid Time Off than a part-time ten-month employee.-
11. Employees do not accrue PTO when they are taking unpaid leave, disability leave, etc. (i.e., days not worked).
12. Flexible Instruction Days (FID) - The first three Flexible Instruction Days are not workdays for the Support Staff I, Support Staff II, Library Technician, and Attendance/Office Assistant employees. The first three (3) FIDs are unpaid days. However, the employee may elect to use their PTO hours from their current year's allotment or their bank for the first two FID. The third FID, the employee only has the option of using their PTO hours from their current year's allotment. If during the school year the Superintendent declares/designates more than three (3) FIDs, those groups will be required to work and shall be compensated. If directed to work, the employees will be compensated at their respective wage rate.
13. If a ten-month employee's work year begins in the middle or late August as defined by the work year calendar that has been established and the employee is unable to work due to an unplanned time off occurrence, the employee may utilize one (1) day from their Accumulated Bank PTO Hours. Once the employee

receives their Current Year's PTO Hours on September 1, this provision does not apply until the next August.

14. If an employee has a confirmed case of COVID-19 as determined by an at home COVID-19 test or test performed by a professional medical provider and is instructed to remain out of work by a medical professional, including a Rose Tree Media School District School Nurse or Health Room Nurse, the employee must use three (3) Current Year PTO days, before, and the remaining days may be used from their Accumulated Banked PTO Hours. If the employee is out of Current Year PTO Hours at the time of the confirmed case of COVID-19, then the employee may use Accumulated Banked PTO Hours. If the employee elects to use their Accumulated Banked PTO Hours, the employee must inform the Director of Human Resources of the date of illness due to COVID-19.
15. If an employee retires, resigns or is terminated during the course of the fiscal year, the employee's PTO hours will be prorated based upon the number of months worked and the number of months remaining within the fiscal year. The employee who is leaving their employment will be required to reimburse the District, the monetary value of PTO hours taken by the employee that exceed what would have been earned at that point within the current year at the time of the employee's resignation or termination. The employee will have this amount subtracted from the employee's final paycheck issued by the District. If the employee is retiring from the District, the monetary value of PTO hours taken exceeds what is earned at the time of retirement, the employee's excess PTO hours will be deducted from the accumulated bank.
16. An employee who willfully violates the Leaves provisions involving PTO shall be subject to a progressive disciplinary process.

B. How Time is Earned (Current Year PTO):

1. Full-time, twelve-month employees with ten years of service or greater:

Employees in job classifications of Receptionist, Secretary I, Secretary II, Secretary III, Secretary IV, Secretary V, Office Clerk III, Office Clerk IV and Technology Assistant II shall earn **245** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.
2. Full-time, twelve-month employees with less than ten years of service:

Employees in job classifications of Receptionist, Secretary I, Secretary II, Secretary III, Secretary IV, Secretary V, Office Clerk III, Office Clerk IV and Technology Assistant II shall earn **210** hours a year from July 1 to June 30.

Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

3. Part-time, twelve-month employees with ten years of service or greater:

Employees in job classifications of Receptionist, Secretary I, Secretary II, Secretary III, Secretary IV, Secretary V, Office Clerk III, Office Clerk IV and Technology Assistant II will earn **123** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

4. Part-time, twelve-month employees with less than ten years of service:

Employees in job classifications of Receptionist, Secretary I, Secretary II, Secretary III, Secretary IV, Secretary V, Office Clerk III, Office Clerk IV and Technology Assistant II will earn **105** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

5. Full-time, ten-month employees regardless of years of service:

Employees in job classifications of Support Staff I, Support Staff II, Library Tech, Health Room Nurse, Technology Assistant I and Attendance/Office Assistant will earn **91** hours a year from July 1 to June 30. Ten-month employees will receive half their Current Year's PTO Hours on September 1st and the remaining half of their Current Year's PTO Hours on February 1st.

6. Part-time, ten-month employees regardless of years of service:

Employees in job classifications of Support Staff I, Support Staff II, Library Tech, Health Room Nurse, Technology Assistant I and Attendance/Office Assistant will earn **58.5** hours a year from July 1 to June 30. Ten-month employees will receive half their Current Year's PTO Hours on September 1st and the remaining half of their Current Year's PTO Hours on February 1st.

7. If an employee does not work the entire month due to probation (with the exception of existing employees), resignation, retirement or an unpaid leave of absence, Paid Time Off shall be pro-rated. The method used to prorate an employee's PTO is dividing the annual maximum hours (see B1 to B6) for which an employee would have earned as of July 1st if the employee is a twelve-month employee or September 1st if the employee is a ten-month employee by the number of months remaining within the contract year.

C. Severance:

1. Full-time, twelve-month employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that shall be paid out to full time, twelve-month employees at time of retirement or resignation is up to **450** hours based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
2. Full-time, twelve-month employees with ten (10) but less than fifteen (15) years of employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that shall be paid out to full time, twelve-month employees at time of retirement or resignation is up to **337.5** hours based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
3. Full-time, ten-month employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to full-time, ten-month employees at time of retirement or resignation is up to **255** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
4. Full-time, ten-month employees with ten (10) but less than fifteen (15) years of employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to full-time, ten-month employees at time of retirement or resignation is up to **191.25** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
5. Part-time, twelve-month employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to a part-time, twelve-month employee at time of retirement or resignation is up to **250** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.

6. Part-time, twelve-month employees with ten (10) but less than fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, will receive a severance payment for their unused PTO hours. This unused PTO shall be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to a part-time, twelve-month employee at time of retirement or resignation is up to **187.5** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
7. Part-time, ten-month employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours. This unused PTO will be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to a part-time, ten-month employee at time of retirement or resignation is up to **125** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.
8. Part-time, ten-month employees with ten (10) but less than fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, will receive a severance payment for their unused PTO hours. This unused PTO shall be paid to the employee at their current hourly rate at time of termination. The maximum amount of PTO that will be paid out to a part-time, ten-month employee at time of retirement or resignation is up to **93.75** hours, based on the employee's bank of hours. Employees who are terminated for cause will not receive a payout for unused Paid Time Off.

D. Court Appearances

1. An employee who is called for jury duty shall suffer no loss in salary during the period of his/her actual jury service provided that he/she shall furnish the School District with a statement from the appropriate Clerk of Courts attesting to the period of such service.
2. An employee who is subpoenaed as a witness by the School District in a court proceeding, or who is a party to a suit against the School District as a result of or relating directly to the discharge of his/her duties shall suffer no loss in salary during the period of his/her appearance in court, provided that the proceeding has not been initiated by the employee or the Association. Such employee shall furnish the School District with a copy of the applicable subpoena together with a statement from the Clerk of Court attesting to the period of appearance in Court.
3. Any employee who is a party to a suit against the School District shall not be reimbursed his or her wages that were lost because of the court appearance.

E. Association Leave

The President or Vice President of the Association shall be authorized to attend Association related business meetings and shall be granted such leave of absence as is necessary for such purposes, to a limit of five (5) total days per year for the bargaining unit. Such absences shall not be charged to the employee's PTO. No expenses incident to attendance at such meetings shall be paid by the School District, and the Association shall pay and reimburse the School District for the wages of a substitute, during the absence. The Association will notify the Board, in writing, at least three (3) weeks in advance of any use of Association leave days.

F. Bereavement Leave

1. Every employee shall be entitled to a maximum of five (5) days of leave with pay for the death of a member of the employee's immediate family. Immediate family shall be defined as mother, father, husband, wife, brother, sister, son, daughter, parent-in-law, grandchild, near relative who resides in the same household or any person with whom the employee has made his/her home.
2. Every employee shall be entitled to one (1) day leave with pay for the death of a member's near relative. A near relative shall be defined as grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, first cousin or ex-spouse.
3. In the event that the School District's policy for bereavement leave for School District employees changes during the term of this Agreement, this section shall be revised to comport with the terms of the revised School District policy on bereavement leave.

G. Child Rearing Leave

1. An employee who is expecting, or whose spouse is expecting, the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child-rearing leave of absence without pay.
2. An employee who wishes a child-rearing leave of absence without pay must submit a request for such leave, in writing, to the Office of the Superintendent not later than forty-five (45) days prior to the proposed effective date of the child-rearing leave.
3. The written request for child-rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.
4. Approval of a request for child-rearing leave shall be reflected upon the minutes of the Board and shall specify the period of the leave. The minimum length of child-rearing leave is sixty (60) working days and the maximum length is twelve (12) months, one (1) calendar year. Child rearing leave must commence no

later than thirty (30) days after the date of birth or adoption of the child. An employee who takes a child-rearing leave of absence, regardless of length, must return for twelve (12) consecutive months before becoming eligible for another leave.

5. An employee who has been granted a child-rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child-rearing leave must be made, in writing, to the Office of the Superintendent at least thirty (30) days prior to the new termination date requested or, in an emergency, as soon as possible.
6. Upon termination of the leave, the School District shall reinstate the employee to the position held prior to the leave, if available, or to a substantially equal position if such position is available. If such position is not available, the School District may offer the employee any other available position for which the employee is qualified.
7. Employees on authorized child-rearing leaves of absence without pay, pursuant to this Article, shall not be considered to be active employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to, salary, fringe benefits, paid time off, or other types of paid benefits, which are granted active employees. Employees shall neither lose nor accrue seniority or pay rate movement during the leave.
8. No employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.
9. Employees granted child-rearing leave may be allowed to remain a member of School District group insurance plans, as a package, during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to the beginning of the child-rearing leave. Because the School District pays premiums one (1) month in advance, the employee must submit monthly premium payments to the Business Office at least one (1) month in advance of the date that each premium payment is due.
10. The time limits expressed in this Section may be waived by written approval of the Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

ARTICLE V

ECONOMIC BENEFITS

A. Wages

Wage Schedule: The wage grid will consist of two columns labeled: Probationary Rate and Wage Rate.

All employees hired on or after July 1, 2018 will be placed on the Probationary Rate column to begin their employment. Once they successfully complete the ninety (90) calendar day probationary period of employment, the employee will be placed on the Wage Rate Column, effective his/her first day as a non-probationary regular full-time employee or regular part-time employee.

If the employee changes job classification through posting into a new job classification then that employee will be placed on the Wage Rate column in his/her new job classification.

2021-2022

- a. Prior to the raise being placed on the hourly rates of the Support Staff I rates, increase the probationary rate to \$15.65 and the wage rate to \$17.35 per hour.
- b. The new classification of Receptionist will have a 10 cent per hour increase in pay rates during the 2021-2022 fiscal year.
- c. Reclassify the position of ACCESS Coordinator from the Job Classification – Secretary I to Job Classification – Secretary II.
- d. Reclassify the position of Secretary to Supervisor of Transportation from the Job Classification – Secretary I to Job Classification – Secretary II.
- e. Reclassify the position of Secretary to the Supervisor of Maintenance and Operations from Job Classification – Secretary I to Job Classification – Secretary II.
- f. \$.80 per hour increase for all* job classifications.
- g. The Attendance/Office Assistant shall have a \$.85 per hour increase for the 2021-2022 school year.
- h. The change in hourly rate will take place on July 1, 2021.

2022-2023

- a. \$.75 per hour increase for all job classifications.
- b. The change in hourly rate will take place on July 1, 2022.

2023-2024

- a. \$.80 per hour increase for all* job classifications.
- b. The attendance/office assistant shall have a \$.85 cent increase for the 2023-2024 school year.
- c. The change in hourly rate will take place on July 1, 2023.

2024-2025

- a. \$.82 per hour increase for all job classifications.
- b. The change in hourly rate will take place on July 1, 2024.

B. Insurance Benefits

1. Eligibility

- a. All full-time employees who regularly work a minimum of thirty (30) hours a week and whose status is not a probationary employee. This definition applies to all fringe benefits: medical, prescription, dental, vision, withdrawal bonus, disability income protection insurance and life insurance.
- b. If applicable to the position, Board paid benefits shall commence on the 46th calendar day from the start of employment.

2. Medical- Health and Hospitalization

Effective July 1, 2021, the District will offer a Silver Plan and a Platinum Plan.

- a. **Silver Plan** is available for all bargaining unit members who do not elect the Platinum Plan. The **Silver Plan** is the Independence Blue Cross' Personal Choice Plan \$3,500/\$40/\$80/100% or equivalent from another carrier. The District will pay the full cost of the premium for the **Silver Plan** during all four (4) contract years.
- b. **Platinum Plan** is available to bargaining unit members. The **Platinum Plan** is the Independence Blue Cross' Personal Choice Plan HD1-HC1 \$1,500/\$3,000 or equivalent from another carrier. Bargaining unit members who elect the **Platinum Plan** will contribute to the monthly premium.

In year 1 (2021-2022) employees will be responsible for two (2%) percent of the monthly premium.

In year 2 (2022-2023) employees will be responsible for two (2%) percent of the monthly premium.

In year 3 (2023-2024) employees will be responsible for two (2%) percent of the monthly premium.

In year 4 (2024-2025) employees will be responsible for two (2%) percent of the monthly premium.

- c. Contributions to the monthly premiums are deducted on a pre-tax basis as permitted under the Internal Revenue Code of 1986, as amended. The District is a sponsor to a pre-tax plan pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder. Bargaining unit members who participate in the **Platinum Plan** and contribute to the monthly premium do so on a pre-federal income and FICA tax basis.

3. HRA Funding:

- a. **The Silver Plan:** Bargaining unit members who participate in the **Silver Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 contract years of the agreement, the District will fund up to \$2,500.00 annually for single coverage and up to \$5,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

- c. **Platinum Plan:** Bargaining unit members who participate in the **Platinum Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2022-2023 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2023-2024 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2024-2025 contract year, the District will fund up to \$1,200.00 annually for single coverage and up to \$2,700.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

4. Prescription Insurance

Effective July 1, 2021, the District shall offer the prescription plan through the CVS Caremark or equivalent from another carrier.

The prescription drug plan will include \$20.00 appropriate co-pay for generic prescriptions, \$40.00 appropriate co-pay for preferred brand prescriptions and \$70.00 appropriate co-pay for non-preferred brand prescriptions, \$125.00 appropriate co-pay for injectables and \$125.00 appropriate co-pay for specialty prescriptions.

The prescription plan will include, drug quantity management, prior authorization and step therapy programs. The prescription plan will exclude compound prescriptions that are non-FDA approved from the plan.

The prescription drug plan will include a mandatory mail order requirement for maintenance drugs as defined by the carrier. The mail order service will permit employees to order up to a 90-day supply but with a 30-day limit on specialty prescriptions and pay two copays at the appropriate rate.

5. Affordable Care Act

If at any time during the term of this contract or before a successor contract is reached, it becomes known to the Board that any of the healthcare plans provided by the Board to the Bargaining Unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and the Association agree to the following:

To meet (1) year prior to plan implementation to select a new healthcare plan for bargaining unit members that will not be subject to the excise tax and to eliminate the health care plans that will incur the tax.

If the Board and the Association cannot mutually agree upon a new plan within 30 days, both parties agree to expedited arbitration and both parties agree to accept the plan recommended by the arbitrator that does not incur the excise tax. The cost of the arbitrator will be shared between the Board and the Association.

6. Dental

a. Contributions

The District will pay the full cost of the premium

b. Coverage

The maximum will be \$2,000 per person each plan year. Basic Delta Dental Plan or equivalent. The School District has the right to select the insurance carrier.

7. Dental Supplemental - Oral Surgery

a. Contributions

The School District shall contribute one hundred percent (100%) of the premium cost for the individual or family plan coverage.

b. Coverage

Oral Surgery (100% ucr)
Prosthetics(50% ucr)
Periodontics (50% ucr)

Delta Dental Oral Surgery Plan or equivalent. The School District has the right to select the insurance carrier.

8. Dental Supplemental- Orthodontics

a. Contributions:

- 1) The School District shall contribute one hundred percent (100%) of the premium cost for the individual or family plan coverage.
- 2) The lifetime orthodontics benefit shall be two thousand and five hundred dollars (\$2,500).

b. Coverage:

Delta Dental Orthodontics Plan or equivalent. The School District has the right to select the insurance carrier.

9. Vision

a. Contributions:

The District will pay the full cost of the premium.

b. Coverage:

Eye Examination and Refraction Service. Vision Benefits of America Plan or equivalent. The School District has the right to select the insurance carrier.

The medical, prescription, dental, orthodontic and vision benefits enumerated above shall, for the remaining years of this agreement, shall be the same as those benefits afforded members of the Rose Tree Media Education Association, including the same contributions for those benefits as apply to the members of that Association.

10. Life Insurance

- a. Full-time employees will receive \$35,000.00 of term life insurance, regardless of years of service with the District. The Board retains the right to select the insurance carrier.
- b. An employee currently purchasing additional life insurance from the carrier may continue to do so.

If the employee cancels or drops the additional life insurance at any point during the term of the agreement, he/she will not be permitted to reenter the additional life insurance program.

An employee currently not participating in the additional life insurance program as of June 30, 2021 will not be permitted to purchase additional life insurance.

11. Disability Income Protection

The District will offer benefit-eligible employees the opportunity to purchase Disability Income Protection as a voluntary benefit.

12. Cost Containment

- a. Except as hereafter set forth, each employee who chooses not to elect health and hospital coverage with the School District shall receive monthly payments in the amount of \$255. If any employee is covered under any School District health and hospital coverage plan, that employee shall not be entitled to receipt of the cost containment payment.
- b. If the employee chooses to re-enter the plan, the first re-entry shall be at no cost to the employee. Any subsequent re-entry shall cost the employee 25% per month of the premium cost for one year.

13. School District reserves the right to change insurance carriers provided the coverage is equivalent.

14. Section 125 Plan

- a. The District and Association agree that the District shall sponsor a plan pursuant to Internal Revenue Code Section 125, as amended, and the regulations promulgated thereunder, to permit eligible employees to elect a Section 125 plan for health care spending account and/or dependent care spending account as provided under federal law. The District shall not contribute to the account but shall pay any required administrative fees. The health care spending account will be eligible for a \$500.00 rollover.

C. Tuition Reimbursement

Tuition reimbursement shall be a maximum of \$7,500 each year of the agreement with no roll-over of any remaining funds from one (1) year into the next year. Maximum tuition to be paid to any Association member each year is not to exceed the cost of three (3) under graduate credits as measured by the undergraduate credit cost per credit at Penn State University main campus.

All applicants will receive full or partial reimbursement for first course taken each school year, depending on total requests made. Requests must be submitted by January 31st of each school year. If total requests exceed annual fund maximum, an average of all requests made will determine reimbursement amount to each applicant. Remaining annual funds will be divided equally among those applicants applying for additional courses during the school year then in effect.

The Health Room Nurses shall be eligible for tuition reimbursement for the required continuing education (CE) credits up to \$250.00 every two years so the Health Room Nurses can renew their nursing license with the Commonwealth of Pennsylvania.

The tuition funding comes from the allotted funds as defined in this section.

D. Mileage Reimbursement

Any employee who is assigned by the School District to travel will be reimbursed the rate allowed by the U.S. Internal Revenue Service as of July 1 of each year.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition of Grievance

A "Grievance" shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.

B. General Principles

1. Class action grievances may be filed by the Association on behalf of the employees.
2. In addition to his/her own appearance in any of the steps listed below, the aggrieved party may have representation.
3. The Association may have a representative at any of the steps in the processing of the grievance.
4. An aggrieved person or his/her designated representative may withdraw the grievance from the procedure without prejudice at any time.
5. Failure at any step of this procedure to communicate the decision, in writing, on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step of the procedure within the specified time shall be deemed acceptance of the decision rendered at that step; thereby waiving any right to proceed to the next step.
6. Time limits may be extended by mutual consent of both parties.
7. No prejudice shall attend any person by reason of utilizing or participating in the procedures contained in this Agreement.
8. No documents, communications, or records dealing with the processing of a grievance shall become part of the personnel file of any of the participants and shall be held confidential.
9. In the event any employee or the Association exercises any right of appeal to court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this article, they shall be deemed to have waived the right to institute a grievance based upon the occurrence which is the basis for such appeal and any grievance already instituted shall be barred from further processing if such appeal is filed.

10. All grievances shall be completed on the form in "Appendix B". Unless otherwise noted, all grievance forms should be returned to the grievance chair.

C. Procedure

- Step 1. The person or persons initiating the grievance shall present the grievance in writing on the Association grievance form to the first-level supervisor within fifteen (15) working days (exclusive of weekends and holidays) after its occurrence. The first-level supervisor shall reply to the grievance within five (5) working days after initial presentation of the grievance.
- Step 2. If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) working days to the Superintendent who shall meet with the Grievant and reply within twenty (20) working days.
- Step 3. If the action in Step 2 above fails to satisfactorily resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) working days to the Board. The Board shall respond within thirty (30) working days.
- Step 4. If the action in Step 3 above fails to satisfactorily resolve the grievance, it may be referred within thirty (30) working days to binding arbitration as provided in Section 903 of Act 195. The collective bargaining agreement shall constitute the basis on which the arbitrator shall render a decision. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, or remove any term of this Agreement.

ARTICLE VII

HOURS OF WORK AND WORK YEAR

- A. Full-Time Employee - All bargaining unit members who regularly work six (6) hours or more per day and thirty (30) hours or more per week shall be considered full-time. Hours worked per day for all bargaining unit members shall not exceed seven (7) hours without additional compensation.

Lunch Break - Full time employees who work seven (7) hours each day shall, in addition to those hours of work, receive a duty-free lunch period of not less than thirty (30) minutes except in extenuating circumstances as determined by the School District.

- B. Winter/Spring Breaks - All ten-month employees (those employees whose work year is less than 260/261/262 days) are not required to report to work during winter and spring breaks or during summer recess.

All twelve-month employees (those employees whose work year consists of 260/261/261 days) are required to report to work during winter and spring breaks. The bargaining unit member may use their Paid Time Off hours in order to be off during winter break and/or spring break. Time off requires approval by the bargaining unit member's immediate supervisor.

Technology Assistants I may be required to work during winter and/or spring breaks at the request of the School District upon sixty (60) days prior written notice. If those days are in excess of the number of work days assigned to comprise the school year for that year, the employees will be paid per diem based on their annual salary for that year.

<u>Calendar</u>	<u>Work Year</u>	<u>Daily Hours</u>
Support Staff I	Student days **	Up to 7 hours per assignment
Support Staff II	Student days ***	Up to 7 hours per assignment
Library Tech	185 days ****	Up to 7 hours per assignment
Health Room Nurse	193 days *****	Up to 7 hours per assignment
Attendance/Office Assistant	194/193/192/191 days*****	Up to 7 hours per assignment
Technology Assistant I	210 days *****	Up to 7 hours per assignment
Technology Assistant II	260/261/262 days	Up to 7 hours per assignment
Office Clerk I	260/261/262 days	Up to 7 hours per assignment
Office Clerk II	260/261/262 days	Up to 7 hours per assignment
Office Clerk III	260/261/262 days	Up to 7 hours per assignment
Office Clerk IV	260/261/262 days	Up to 7 hours per assignment
Secretary I	260/261/262 days	Up to 7 hours per assignment
Secretary II	260/261/262 days	Up to 7 hours per assignment
Secretary III	260/261/262 days	Up to 7 hours per assignment
Secretary IV	260/261/262 days	Up to 7 hours per assignment
Secretary V	260/261/262 days	Up to 7 hours per assignment

* Days computed shall include actual days worked, Paid Time Off hours used and School District approved holidays.

** Days students are in attendance.

*** Support Staff II: The number of hours within a work day may be up to 7 hours per assignment.

a) **All Support Staff II** –All full time Support Staff II employees will work four (4) in-service days during which the School District will offer at no cost to the employee, at least twenty (20) hours of highly qualified, required training during the scheduled in-service days. The full time Support Staff II employees will be paid their hourly rate for attending the in-service hours.

All part-time Support Staff II employees will work four (4) in-service days during which the School District will offer at no cost to the employee, at least twenty (20) hours of highly qualified, required training during the scheduled in-service days. The part-time Support Staff II employees will be paid their hourly rate for attending the in-service hours.

In-service days will be determined by the District on a yearly basis that are based upon the approved school calendar.

An in-service day will consist of no less than six (6) hours of work for full-time Support Staff II employees.

b) **Elementary School Support Staff II**

1) Effective for 2021-2022 school year and beyond, Support Staff II employees working in the elementary schools will work every student day plus four in-service days. Support Staff II employees will not report to work on conference days.

2) During the 2021-2022 agreement year, for days that are scheduled as early dismissal days for students, Support Staff II employees' workday will end at their regular ending time.

3) During the 2022-2023 agreement year, for the days that are scheduled as early dismissal days for students, Support Staff II employees' workday will end three (3) hours after the early dismissal time.

4) During the 2023-2024 agreement year, for days that are scheduled as early dismissal days for students, Support Staff II employees' workday will end two (2) hours after the early dismissal time.

5) During the 2024-2025 agreement year, for days that are scheduled as early dismissal days for students, Support Staff II employees' workday will end one (1) hour after the early dismissal time.

c) **Middle School Support Staff II**

- 1) Effective for 2021-2022 school year and beyond, Support Staff II employees working in the middle school will work every student day plus four in-service days. Support Staff II employees will not report to work on conference days.
- 2) During the 2021-2022 agreement year, for the days that are scheduled early dismissal days for students, Support Staff II employees' workday will end at their regular ending time.
- 3) During the 2022-2023 agreement year, for the days that are scheduled early dismissal days for students, Support Staff II employees' workday will end three (3) hours after the early dismissal time.
- 4) During the 2023-2024 agreement year, for days that are scheduled early dismissal days for students, Support Staff II employees' workday will end two (2) hours after the early dismissal time.
- 5) During the 2024-2025 agreement year, for days that are scheduled early dismissal days for students, Support Staff II employees' workday will end one (1) hour after the early dismissal time.

d) **High School Support Staff II**

- 1) Support Staff II working in the high school will work every student day. Additionally during mid-terms and finals, Support Staff II employees' work day will end when the day for the students taking mid-terms and finals end (typically a half day).
- 2) During the 2021-2022 agreement year, for the days that are scheduled early dismissal days for students, Support Staff II employees' workday will end at their regular ending time.
- 3) During the 2022-2023 agreement year, for the days that are scheduled early dismissal days for students, Support Staff II employees' workday will end three (3) hours after the early dismissal time.
- 4) During the 2023-2024 agreement year, for days that are scheduled early dismissal days for students, Support Staff II employees' workday will end two (2) hours after the early dismissal time.
- 5) During the 2024-2025 agreement year, for days that are scheduled early dismissal days for students, Support Staff II employees' workday will end one (1) hour after the early dismissal time.

**** Library Tech: up to 7 hours per assignment. The Library Tech will work 185 days, working every student day and four (4) days before the students start and one (1) day after the students end.

***** Healthroom Nurse: 193 days and up to 7 hours per assignment working every student day and every inservice day as listed on the approved school calendar.

***** Attendance/Office Assistant

- 1) During the 2021-2022 school year, the Attendance/Office Assistant position shall work 194 days. The 194 workdays shall be comprised of working every student day and eleven (11) days before the students start school and three (3) days after the students end school.
- 2) During the 2022-2023 school year, the Attendance/Office Assistant position shall work 193 days. The 193 workdays shall be comprised of working every student day and ten (10) days before the students start school and three (3) days after the students end school.
- 3) During the 2023-2024 school year, the Attendance/Office Assistant position shall work 192 days. The 192 workdays shall be comprised of working every student day and nine (9) days before the students start school and three (3) days after the students end school.
- 4) During the 2024-2025 school year, the Attendance/Office Assistant position shall work 191 days. The 191 workdays shall be comprised of working every student day and eight (8) days before the students start school and three (3) days after the students end school.
- 5) As of June 29, 2025, the work year will be 190 workdays beginning with the 2025-2026 school year and beyond. The work year will be seven (7) days before the students start school and three (3) days after the students end school.

*****Technology Assistant I Work Year: The work year shall be 200 days with a workday of not greater than seven (7) hours a day. The 200 workdays shall be comprised of working every student day and sixteen (16) days before the students start school and four (4) days after the students end school.

D. Overtime

1. Every employee shall be compensated for all hours which he/she works. Every employee who works in excess of forty (40) hours during any work week shall be paid time and one-half in the position in which the employee is working at the time the employee performs the overtime work.
2. Every employee shall be able to compute Paid Time Off hours as part of a work week for the purpose of receiving overtime pay.

E. Inclement Weather/School Closing

1. Secretaries I, II, III, IV and V, Technology Assistants II and Office Clerks III and IV shall report to work on those days when school is not in session or is delayed due to inclement weather or other unforeseen circumstances, as defined by the School District, (collectively "Unforeseen Circumstances") unless the School District Superintendent (or his/her designee) notifies the employees not to report to work. Employees who are required to report to work on inclement weather days shall do so in a safe manner.
2. If an employee is unable to report to work because of Unforeseen Circumstances, as defined by the School District, though the School District has not notified the employee that he/she should not report to work, the employee shall use PTO hours. If the employee has no PTO hours remaining, the employee shall have deducted from his/her pay check the daily wage rate of the employee for each day the employee is absent from work due to inclement weather.
3. In the event that schools are closed due to Unforeseen Circumstances, as defined by the School District, Library Technicians, Health Room Nurses, Technology Assistants I, and Attendance/Office Assistants shall not be required to report to work and shall not suffer loss of any wages by reason thereof. These employees must make up those days in accordance with the number of assigned work days for each position for the school year.
4. In the event that schools are closed due to Unforeseen Circumstances, as defined by the School District, if the day(s) is made up, Support Staff I and Support Staff II will be paid for that day(s).
5. Early dismissal - In the event circumstances occur which cause school buildings, the Education Center and/or other School District facilities to close early after the work day has begun, those closings shall apply to employees in the following manner:

School Buildings - Whenever possible, employees shall be dismissed not later than one (1) hour after the last students have left the school building. This determination shall be made by the school building Principal or his/her designee.

Education Center and other School District Facilities - The Superintendent or his/her designee shall make the determination as to the time when employees shall be dismissed.

No Loss of Pay - No employee shall suffer loss of pay due to late arrival or early dismissal caused by Unforeseen Circumstances, as defined by the School District.

F. Temporary Reassignment

When an employee is assigned, with the Superintendent's approval, to a higher job classification than his/her current classification on a temporary basis for more than ten (10) consecutive days he/she shall be paid at the rate of the higher classification from the first day of such consecutive work.

G. Change in Job Classification

1. Any employee who changes job classification to a higher paying position shall start at that new job classification positions' wage rate. The employee selected shall serve sixty (60) days probationary period in the new job classification.
2. When an employee transitions to a new job classification while still remaining in his/her current job classification, should the employee work in the new job classification more than fifty (50%) percent of the time each day for more than ten (10) consecutive days, he/she shall be paid at the rate of the higher classification from the first day of such consecutive work.

H. Holidays

Each employee in the classifications listed below shall receive two (2) paid holidays designated as Christmas Day and New Year's Day. Each employee shall be compensated at straight time for each of those holidays based on each employee's daily pay rate for that school year.

Support Staff I
Support Staff II
Library Tech
Health Room Nurse
Technology Assistant I
Attendance/Office Assistant

I. Summer Work Schedule

The Superintendent may at his/her discretion employ a summer work schedule for the twelve (12) month employees. If a summer work schedule is instituted, the twelve (12) month employees' total hours of work for a week will remain consistent as their regular work schedule but spread over a smaller number of workdays. If a twelve (12) month employee takes Paid Time Off, they may take either a half-day or a whole day off and the hours will be deducted from their Paid Time Off hours.

J. Flexible Instructional Days

- a) If the District enacts a Flexible Instructional Day (“FID”) for whatever reason, the Support Staff I, Support Staff II, Library Technician, Attendance/Office Assistant Employees will not work, nor be compensated during the first three FID’s of a school year, unless directed to work by the Superintendent. The employee may elect to use their PTO hours from their current year’s allotment or their bank for the first two FID’s. If directed to work, the employees will be compensated at their respective wage rate. If there is a school year with FID’s beyond three days, those groups will be required to work and will be compensated. Due to the nature of FID’s, the first three days will not be made up in the remaining academic calendar for the year in questions. If FID is used, this section will supersede section C of Article VII.

- b) At the sole discretion of the Superintendent or designee, Support Staff I, Support Staff II, Library Technician, Attendance/Office Assistant employees, Building Secretaries, Central Office Secretaries, and Office Clerks working at the Education Center may be directed to work a FID day. In such instances, the employee shall be notified of this requirement and the employee is expected to work his or her regular schedule, either in school or in an alternative location subject to the direction of the Administration.

ARTICLE VIII

PROBATIONARY PERIOD

- a. Each new employee shall be required to serve a ninety (90) calendar day probationary period. By the end of the period, the employee will be notified, in writing, whether he/she will be retained as an employee of the School District. No employee whose employment is terminated pursuant to this Article shall have the right to challenge the termination pursuant to Article III or VI.
- b. If applicable to the position, Board paid benefits shall commence on the 46th calendar from the start of employment.

ARTICLE IX

SUBCONTRACTING SERVICES

The School District may subcontract bargaining unit work to a third party under the following circumstances:

- 1) Bargaining unit work that requires skills and/or services which are necessary and cannot be performed by a bargaining unit member.
- 2) Bargaining unit work which constitutes an emergency shall be posted within fifteen (15) working days, exclusive of weekends and holidays, of the utilization of the subcontracted personnel. The position shall remain active until the position is filled and shall be a bargaining unit position. Once a candidate has been selected, the position shall be filled within sixty (60) calendar days.
- 3) Bargaining unit work that involves a student with exceptionalities who, as a result of the student's exceptionalities, requires skills and/or services which cannot be provided by a bargaining unit member.
- 4) Bargaining unit work may be filled by a substitute as follows: (a) when a bargaining unit member is on a leave of absence; (b) when a new position is created (pending the start of a bargaining unit member); or (c) if an existing position is vacant until a new bargaining unit member starts employment in that position.
- 5) The subcontracted bargaining unit work set out above shall not result in the furlough of a bargaining unit member.

ROSE TREE MEDIA SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

**Between the Board of School Directors
of the Rose Tree Media School District
and the Rose Tree Media Educational Support Personnel Association**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Board of School Directors of the Rose Tree Media School District (the "District") and the Rose Tree Media Educational Support Personnel Association (the "Association"). The District and the Association will be referred to collectively as "the Parties."

WHEREAS, the District and the Association are parties to a collective bargaining agreement with a term of July 1, 2021 through June 30, 2025;

WHEREAS, the CBA provides for Paid Time Off (hereinafter "PTO") in Article IV..

WHEREAS, the CBA provides that PTO is earned biweekly in Article IV, and the parties desired to provide employees with greater flexibility in the use of PTO;

WHEREAS, a dispute arose between the parties regarding employees use of PTO leave, and the grievance timelines were held for all PTO disputes;

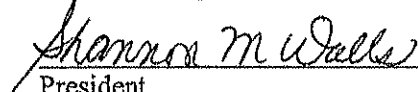
WHEREAS, the Board and Association, after discussion, desire to implement new PTO language to resolve the disputes which arose from July 1, 2021 to March 1, 2023;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The parties agree and hereby adopt the revised PTO language attached hereto and incorporated herein as Exhibit A. The language shall supplant Article IV A and B of the CBA only. Article IV, C "Severance" shall remain as is currently constituted in the CBA.
2. The parties agree that any and all disputes, known or unknown, regarding PTO, including its implementation, interpretation and employee eligibility for the same from July 1, 2021 to March 1, 2023 are hereby deemed resolved and/or waived.
3. The MOU shall be effective upon execution by the parties.
4. The Parties agree that the terms of this MOU will not otherwise alter or change any of the provisions of the current Collective Bargaining Agreement between the Parties.
5. All other terms of the CBA shall remain in full force and effect.


6. This MOU shall not set a practice or precedent for how similar matters in the future will be addressed and this MOU may only be utilized in the future in order to implement and/or enforce the MOU.
7. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding on the date set forth herein.



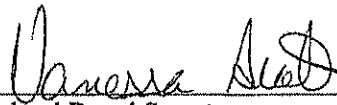
President
Rose Tree Media Educational Support
Personnel Association

Date: March 22, 2023



President
Rose Tree Media School District
Board of School Directors

Date: March 23, 2023



School Board Secretary
Rose Tree Media School District
Board of School Directors

Date: March 23, 2023

APPENDIX A
ESPA Wage Schedule

	2021-2022	2022-2023	2023-2024	2024-2025
	Yr 1	Yr 2	Yr 3	Yr 4
Support Staff I				
Probationary Rate	\$16.45	\$17.20	\$18.00	\$18.82
Wage Rate	\$18.15	\$18.90	\$19.70	\$20.52
Support Staff II				
Probationary Rate	\$19.01	\$19.76	\$20.56	\$21.38
Wage Rate	\$21.04	\$21.79	\$22.59	\$23.41
Library Tech				
Probationary Rate	\$27.67	\$28.42	\$29.22	\$30.04
Wage Rate	\$30.66	\$31.41	\$32.21	\$33.03
Health Room Nurses				
Probationary Rate	\$27.67	\$28.42	\$29.22	\$30.04
Wage Rate	\$30.66	\$31.41	\$32.21	\$33.03
Technology Assistant I (10 month)				
Probationary Rate	\$27.67	\$28.42	\$29.22	\$30.04
Wage Rate	\$30.66	\$31.41	\$32.21	\$33.03
Technology Assistant II				
Probationary Rate	\$30.01	\$30.76	\$31.56	\$32.38
Wage Rate	\$33.25	\$34.00	\$34.80	\$35.62
Office Clerk III				
Probationary Rate	\$25.36	\$26.11	\$26.91	\$27.73
Wage Rate	\$28.08	\$28.83	\$29.63	\$30.45
Office Clerk IV (Payroll)				
Probationary Rate	\$30.30	\$31.05	\$31.85	\$32.67
Wage Rate	\$31.36	\$32.11	\$32.91	\$33.73
Attendance/Office Assistant				
Probationary Rate	\$20.81	\$21.56	\$22.41	\$23.23
Wage Rate	\$23.08	\$23.83	\$24.68	\$25.50
Receptionist				
Probationary Rate	\$20.56	\$21.31	\$22.11	\$22.93
Wage Rate	\$22.83	\$23.58	\$24.38	\$25.20

APPENDIX A cont'd				
Secretary I (General)				
Probationary Rate	\$21.26	\$22.01	\$22.81	\$23.63
Wage Rate	\$23.53	\$24.28	\$25.08	\$25.90
Secretary II (Access Coord., Special Ed Sec., Transportation Sec., Operations/Maintenance Sec.)				
Probationary Rate	\$22.80	\$23.55	\$24.35	\$25.17
Wage Rate	\$25.24	\$25.99	\$26.79	\$27.61
Secretary III (Elem. Principal Secretary)				
Probationary Rate	\$23.81	\$24.56	\$25.36	\$26.18
Wage Rate	\$26.37	\$27.12	\$27.92	\$28.74
Secretary IV (MS/HS Principal Secretary)				
Probationary Rate	\$24.75	\$25.50	\$26.30	\$27.12
Wage Rate	\$27.42	\$28.17	\$28.97	\$29.79
Secretary V (Director's Secretary)				
Probationary Rate	\$25.69	\$26.44	\$27.24	\$28.06
Wage Rate	\$28.45	\$29.20	\$30.00	\$30.82

APPENDIX B

ROSE TREE MEDIA SCHOOL DISTRICT
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Grievance Report Form

Grievance # _____

Local Association: _____ School Year: _____

Building	Assignment	Name of Grievant	Date Filed
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Date Cause of Grievance Occurred: _____

1. Contract Provision(s) Violated:

2. Statement of Grievance:

3. Relief Sought:

Signature

Date

Step 1

A Conference Requested: _____ Yes _____ No _____ Date

B. Date responded by District: _____

C. Response from District:

Signature _____ Date _____

D. Response from Association

Signature _____ Date _____

Step 2

A Conference Requested: _____ Yes _____ No _____ Date

B. Date responded by Association: _____

C. Response from District:

Signature _____ Date _____

D. Response from Association

Step 3

A Conference Requested: _____Yes _____No _____Date

B. Date responded by District: _____

C. Response from District:

Signature Date

D. Response from Association

Signature Date

Step 4

A Date by which to file for arbitration or withdraw grievance: _____