

**SAUCON VALLEY SCHOOL DISTRICT
HELLERTOWN, PENNSYLVANIA**

CONTRACT

Between the

BOARD OF SCHOOL DIRECTORS

and the

**SAUCON VALLEY EDUCATION SUPPORT
PROFESSIONALS, ESP/PSEA/NEA**

EFFECTIVE

July 1, 2022 — June 30, 2027

SAUCON VALLEY SCHOOL DISTRICT

CONTRACT BETWEEN THE BOARD OF SCHOOL DIRECTORS AND THE SAUCON VALLEY EDUCATION SUPPORT PROFESSIONALS, ESP/PSEA/NEA

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AGREEMENT

This Agreement, entered into this _____ day of _____, _____, by and between the Board of School Directors of the Saucon Valley School District, Hellertown, Pennsylvania, hereinafter called the “Employer”, and the Saucon Valley Education Support Professionals, ESP/PSEA/NEA hereinafter called the “Association”.

WITNESSETH

WHEREAS, the Employer and the Association recognize and declare that providing quality service for the schools of the Saucon Valley School District is their mutual aim and that the character of such service depends predominately upon the quality and morale of the Support Personnel Service, and

WHEREAS, the Employer desires to negotiate with the Association as the representative of the Non-Professional Employees of the school district with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A.** The Employer hereby recognizes the Saucon Valley Education Support Professionals, ESP/PSEA/NEA as the exclusive and sole representative for all support personnel Employees certified to be in the Bargaining Unit by the PLRB in Certification Number PERA-U-90-273-E (PERA-R-4188-C).

ARTICLE II - DURATION OF AGREEMENT

- A.** Effective Date

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2027 (date of expiration).

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. This Agreement shall constitute the full and complete commitment between the parties. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and no additional negotiations will be conducted on any items whether contained herein or not during the life of this Agreement.

ARTICLE III - RIGHTS OF SUPPORT PROFESSIONAL EMPLOYEES

- A.** Except as to probationary or substitute Employees, no Employees shall be discharged without just cause. An Employee who is improperly discharged or suspended shall be reinstated to his/her employment with full seniority rights and compensation for all time lost.
- B.** Whenever any Employee is required to appear before the Superintendent, any representative of the Employer, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that Employee in his/her position or employment, or the salary or any increments pertaining thereto, then the Employee shall be given at least one day prior written notice of the reasons for such meeting or interview with the Superintendent (except in emergency situations only, such as student safety), the Board or any committee or member thereof but no written notice is required if the Employee is required to appear before any representative of the Employer other than those previously mentioned. In all instances, the Employee shall be informed by the Employer that he/she is entitled to have a representative of the Association present to advise him/her and represent the Employee during such meeting or interview. If the Employer has legal counsel present, the Employee also shall be entitled to have legal counsel present, at Employee's own expense.
- C.** No reprisals of any kind shall be taken by the Employer or by any members of the Administration against any party in interest, any Representative, any Member of the Association, or any other participant in the grievance procedure by reason of such participation.

- D. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as the Employee may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, Act 88 of 1992 or other applicable laws and regulations.
- E. Nothing contained herein shall be construed to deny or restrict to the Board such rights as it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, Act 88 of 1992 or other applicable laws and regulations.
- F. The Employer shall provide the Association with an individual seniority list for each department group. The Employer will provide the information necessary for this purpose.

The departments shall consist of the following:

- 1. Maintenance Personnel
- 2. Custodian
- 3. Transportation Employees — Mechanics (List 1)
- 4. Transportation Employees — Full-time Transportation Employees (List 2)
- 5. Transportation Employees — Part-time Transportation Employees (List 3)

G. DEFINITIONS/WORK DAY/SENIORITY

- 1. Full-time Employees shall be defined as mechanics, custodians and maintenance workers working regularly eight (8) or more hours per day, twelve months per year. All other employees covered by this Agreement, yet not fulfilling this definition shall be considered Part-time Employees for purposes of this Agreement unless defined below under this section. No part time employees not falling under another employment category in this section of the contract are eligible for benefits under this Contract. A normal work week for full-time Employees shall consist of five (5) regularly scheduled days. The normal work day for full-time Employees shall consist of eight (8) consecutive hours with regularly scheduled starting and ending times. Employees may not leave the premises during this time unless directed to do so by the Administration. Changes in the regularly scheduled work week or work day shall be made only after a minimum three-day notice to the Employee and shall be made for bona fide managerial reasons and not merely for the purpose of avoiding overtime. This section shall not apply to a permanent reduction in time or force.
- 2. A Full-time Transportation Employee shall be defined as an Employee that drives morning and afternoon runs each and every day that school is in session and a minimum of twenty-five (25) hours per week.
- 3. A Part-time Transportation Employee, formerly a substitute Employee, shall be defined as an Employee that drives morning and afternoon runs on a semi-regular

basis based on their availability. For this category of drivers, work opportunities are rotated amongst this group at the discretion of the Supervisor of Campus Operations. Part-time Transportation Employees shall not be eligible for any fringe benefits or leave benefits under this Agreement except for Life Insurance benefits as defined under the Agreement.

4. The Utility Driver Position will include additional duties, including, but not limited to, warehouse duties as defined by the Administration, food and mail delivery, package delivery, and loading and unloading of food deliveries. Inventory, which was a responsibility under the maintenance job description, now will be a responsibility of the Utility Driver Position.
5. Full-time Employees shall have a daily, paid lunch period of thirty (30) minutes per day during normal work day. Such lunch period shall be duty-free except that Employees shall be available during that period for emergencies.
6. Holidays and Vacation Days — For purposes of computing time in service, the entitlement days earned and taken as “Holiday”, “Vacation”, “Personal” or “Personal Illness — Family Illness” days shall be included.
7. Seniority means the status of the Employee with respect to continuous service with the Saucon Valley School District.. Seniority shall be computed from the Employee’s most recent date of beginning work and shall accrue as provided by law. When more than one Employee has identical length of service, then order of seniority shall be determined by lottery.
8. Transportation shall retain three (3) seniority lists for transportation Employees as follows:

List 1 — Mechanics

List 2 — Full-time Transportation Employees

List 3 — Part-time Transportation Employees

It is understood by the parties that the following provisions shall prevail in matters relating to seniority:

- a. Whenever vacancies occur in the full-time (Mechanics — List 1) category of transportation personnel, and no other full-time Employee who opts for the position is found qualified for same, then vacancies shall be offered based on seniority to those persons who occupy positions as listed in Full-time Transportation Employees — List 2.
- b. It is understood by the parties that if reductions in force become necessary, no Employee listed in Full-time Transportation Employees — List 2 above shall “bump” an Employee whose name appears in Mechanics — List 1 above.

- c. In the event that a Full-time Transportation Employees — List 2 Employee is promoted to Mechanics — List 1 they shall take with them all their seniority from Full-time Transportation Employees — List 2. However, if he/she shall leave voluntarily or be discharged because they are unable to perform the duties of a Mechanics — List 1 Employee, that such Employee shall lose all of his/her seniority acquired in either category. Should such Employee be re-employed, the Employee shall be treated as a new probationary Employee.
 - d. It is understood by the parties that an Employee's competency and ability to perform the job shall always be controlling in the foregoing. The adoption of the attached seniority list shall confer no benefits in favor of any Employee under any prior agreement but shall be restricted solely to the rights under this Agreement.
9. In the event of a layoff or reduction in force, layoffs within a job classification shall be on the basis of seniority within the job classification. However, in the event of layoff or reduction in force for a full-time Employee who has transferred from one full-time job classification to another full-time job classification, District seniority (rather than seniority within the transferred in job classification) shall prevail. Layoffs or reductions in force will be in inverse order of applicable seniority.

A full-time Employee whose job is eliminated may bump the least senior full-time Employee in the same job classification or in another full-time job classification.

In the event of a vacancy in a full-time job classification, applicant's seniority within that job classification shall prevail.

It is understood by the parties that an Employee's competency and ability to perform the job shall be considered in the foregoing. Compensation rates are attached to job classifications and not a person.

- H.** The Employer reserves the unlimited right to discharge, or relieve from employment, temporarily or permanently, at the Employer's sole discretion, any probationary Employee or a temporary or substitute Employee. A probationary Employee is herein defined to be any Employee who has not completed 450 hours — Full-time and Part-time Transportation Employee - List 2 and List 3; or 720 hours — all other; in the regular employment of the school district.

I. PROBATIONARY PERIOD FOR EMPLOYEE MOVED TO HIGHER POSITION

An Employee who is moved to higher position will have a 45 work day probationary period during which time Employee's performance will be reviewed to determine Employee's ability to learn and perform the duties associated with the higher position. During this 45 work day probationary period, Employer reserves the right to return the Employee to his/her prior position at his/her prior pay rate in the event the Employer determines that the Employee is not suitable for the higher position. After the 45th day, the District's right to

return the Employee to his/her prior position shall cease. Employee reserves the right to return to his/her prior position at his/her prior pay rate.

During the probationary period, the Employer shall fill Employee's prior position with a substitute.

ARTICLE IV - ASSOCIATIONS RIGHTS AND PRIVILEGES

- A.** Whenever any representative of the Association or any Employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, the Employee shall suffer no loss in pay.
- B.** The Employer agrees to permit the Association and its representatives, upon request, reasonable use of school buildings for meeting, provided a Use of Facilities Form is completed and processed in accordance with Board Policy.
- C.** The Association shall be supplied with reasonable space on a bulletin board in its own areas.
- D.** The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, or sex.
- E.** If a grievance actually affects a department or departments of Employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- F.** The grievance procedure is attached.
- G.** Association President — The President of the Association shall be permitted to utilize up to two (2) school days per year. The days shall be utilized with prior permission from the Superintendent without loss of pay or benefits in order to conduct Association business for conferences or other outside-the-District Association activities. Days may be taken in half day increments. It shall also be at the discretion of the President of the Association to allow other officers to use this time.

ARTICLE V - MANAGEMENT PREROGATIVES

- A.** The management of the Employer's premises and equipment and direction of the working forces, including the right to hire and suspend, to classify, assign, discipline and promote, to discharge or transfer for proper cause, to promulgate reasonable working rules, to delegate supervision of Employees, to establish working schedules and conditions and to relieve Employees from duty because of lack of work or for other legitimate reasons, and the right to change, modify, or move any equipment, premises or type of service rendered to the public is vested exclusively in the Employer, subject to the provisions of this Agreement. Nothing in the Article shall supersede the Employees' rights as provided in this Agreement

- B.** Should any Employee fail to make themselves available for work for a period of thirty (30) calendar days, without first providing the Employer with either a valid medical excuse or a leave of absence approved in writing by the Superintendent, such Employee shall be conclusively presumed to have resigned and voluntarily terminated their employment. A copy of all approved leaves shall be given to the Union President. Should the Employer thereafter determine to re-engage such Employee, their status shall be that of a probationary Employee without any seniority.

ARTICLE VI - DISCHARGE OR SUSPENSION

- A.** An Employee may be discharged for reasons set forth in Section 514 of the School Code and Section 111 of the School Code. An Employee will be discharged in accordance with Section 514 of the School Code or other just cause which may include, but will not be limited to the following:
1. Calling or participating in an unauthorized strike, walkout, slowdown, or sit-down;
 2. Drinking of any alcoholic beverage during working hours (including lunch period) or being under the influence of liquor or drugs during working hours (including the lunch period);
 3. Proven or admitted theft or dishonesty;
 4. Physical assault on Employer's representative, or the Public during working hours;
 5. Proven negligence resulting in a serious accident while on duty;
 6. Unauthorized failure to report for work;
 7. Falsifying employment records;
 8. Arrest and conviction of a felony;
 9. Engaging in gainful employment during a leave of absence, except where the leave of absence is expressly granted for this purpose;
 10. Engaging in unauthorized personal activities during working hours;
 11. Failure to report for Drug and Alcohol Test.
- B.** Election of Remedies — In the event of discharge, the Employee shall have the right to file a grievance under a Collective Bargaining Agreement or request a hearing pursuant to Section 514 of the School Code, but not both. Such election of remedies must take place within ten (10) days of receipt of notice of intent to discharge.
- C.** Just Cause — No Employee shall be reprimanded or suspended without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for

disciplinary action will be made available upon request to the Employee and the Association.

ARTICLE VII - COMPENSATION

NOTE: REFER TO ARTICLE III, PARAGRAPH G-6, COMPUTING TIME IN SERVICE

- A.** The basic wages, performance incentive, and fringe benefits for Employees covered by this Agreement are set forth, (which fringe benefits shall apply only to full-time Employees and which fringe benefits shall apply only to Full-time Transportation Employees — List 2) attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B.** Employees required in the course of their work to drive a personal automobile from one school building to another shall receive such car allowance as provided by Board policy. The same allowance shall be given for use of personal cars for field trips or other business of the District. However, personal cars shall not be used except upon specific written request of Employee's immediate supervisor.
- C.** Employees required to work a holiday, other than for building checks, shall be paid double time (2x) for all hours worked that day. Employees required to work a Sunday, other than as a regularly scheduled work day, or a holiday, or for building checks, shall be paid time and a half (1-1/2x) for all hours worked that day. (Reference: Article III, Paragraph G.1). This language is not applicable if school is in session on a holiday listed in the Collective Bargaining Agreement. In this case, reference the benefit listed in Part II-Fringe Benefits K. Paid Holidays #3.
- D.** Method of Payment — Each Employee covered by the provisions of this Agreement shall receive their wages in bi-weekly payments. The pay periods shall be twenty-six (26) or twenty-seven (27) per year. Direct deposit of paychecks shall be required for all Employees.
- E.** Overtime - All Employees required to work beyond forty (40) hours per week shall be paid one and one-half (1 1/2) time for such overtime. The forty (40) hours shall be based upon a five (5) day normal work schedule. Transportation Employees who are required to work beyond eight (8) consecutive hours per day shall be paid one and one-half (1 1/2) time for such overtime. Any time facilities are used for non-school functions, for which the District charges a fee, and custodial services are required, an Employee must be assigned at one and one half times the regular rate of pay per hour worked School Affiliated Organizations in Groups I through III are not charged to use the District's facilities as articulated in School Board Policy and Regulation, therefore, to the extent custodial coverage is needed, overtime pay is not guaranteed for those organizations that fall under those particular categories.

Employees must work beyond forty (40) hours per week not including the use of personal illness and/or family illness, in order to be paid for overtime work. Overtime designated by the District as Emergency Overtime as outlined in Section F Section 2 shall not be subject to personal and/or family illness days and shall be paid at the overtime rate.

No Employee shall work overtime except upon specific request made by said Employee's immediate supervisor.

F. Overtime Assignment

1. Planned Overtime

Planned overtime shall be offered to Employees within each of the four groups of classifications indicated below, on a rotating seniority basis. The most senior Employee shall be offered the first planned overtime assignment. If he/she rejects the assignment, the next most senior Employee shall be offered the assignment and so on down the seniority list until the least senior Employee has been offered an assignment at which time the assignment shall be offered to the most senior Employee again. The same process shall apply if the most senior Employee accepts the first planned overtime assignment. This process shall continue beginning where it left off on the seniority list for each subsequent planned overtime assignment.

Should no Employee accept the planned overtime assignment, the Employer shall assign the least senior Employee to perform the planned overtime assignment, - unless that Employee is scheduled to work when the planned overtime assignment is available. The next time no Employee would accept a planned overtime assignment, the Employer shall assign the next least senior Employee to perform, the planned overtime assignment and so on up the seniority list until the most senior Employee has been assigned at which time the next assignment shall be assigned to the least senior Employee again.

The assignment of overtime as contemplated in this Section (Article VII, F.1.) shall be made with a new seniority list beginning July 1 of each year.

The four groups of classifications are: Maintenance Department, Transportation Department, Custodian Department High School and Custodian Department Campus. All bus trips after 4:30 p.m., Monday through Friday and on Saturday, Sunday and holidays, shall be offered to Employees in the Transportation Department on a rotating seniority basis.

2. Emergency Overtime

Emergency overtime shall be considered overtime work that occurs as a result of an emergency situation. Emergency shall be extraordinary events as defined by the Administration. Such events as snow removal would not be considered an emergency. The District may offer emergency overtime to any Employee it deems qualified to perform the work expeditiously or it may offer it on a rotating seniority basis as indicated above.

ARTICLE VIII - MEMBERSHIP DUES DEDUCTIONS & MAINTENANCE OF MEMBERSHIP

- A.** The Employer agrees to deduct dues from the salaries of Members of the local Association as said Members shall, in writing, authorize the Employer to deduct and transmit the monies by check monthly to the Association.

Installments - Deductions referred to in paragraph A above will be made in consecutive installments, the first of which shall be designated by the Association.

- B.** All Employees who are members of the Association on the effective date of this Agreement or who thereafter during its term become Members of the Association, shall maintain their membership in the Association for the term of the Agreement, provided, however, that any such Employee may resign from membership in the Association during a period of fifteen (15) calendar days prior to the expiration of this Agreement by providing a certified letter to the President of the Association and the Employer informing them of such resignation.

The Association agrees to indemnify and hold the Employer harmless from any and all claims, suits, or other forms of liability arising out of the terms of this provision.

ARTICLE IX - VACANCIES

- A.** All vacancies shall be posted for seven (7) calendar days, and Employees shall have an opportunity to apply for said vacancies. All applicants shall be notified of the successful candidate within fourteen (14) calendar days of the administrative decision. Seniority will be considered along with other qualifications and needs of the District in filling the position. Internal movement will be done at one meeting. The Association President shall be provided with a copy of the posting no later than the same time that it is posted.
- B.** In the event that short-term (1 to 5 working days), or long-term vacancies (6 to 90 working days), or that duties arise which are of a temporary nature, the Employer shall have the right to hire substitutes to perform the required duties without posting.
- C.** In the event of any vacancy greater than four (4) hours, an Employee substituting in a higher job classification shall be given that pay schedule for the term of that vacancy.

ARTICLE X - WORKING CONDITIONS

- A.** The Employer shall provide closet space (locker) for each full-time Employee to store coats, overshoes, and personal articles.
- B.** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which are unhealthy or unsafe. Employees who commit unsafe or hazardous acts are subject to disciplinary action. No reprisal of any kind shall be taken by the employer or by any members of the Administration against any Employee who brings an unsafe condition to the attention of the employer.

Current job descriptions attached are for information purposes only and not part of the employment Agreement.

C. Dress Code.

1. Dress Code for Support Personnel shall be defined as follows:
 - a. Dress will consist of a clean colored shirt (no Sleeveless shirts) with no holes or stains and no printing on it unless it is a District Logo.
 - b. Pants are to be clean work pants (jeans are acceptable) with no holes or stains and worn around the waist.
 - c. Coats are to be clean and presentable.
 - d. Solid color or District Logo sweatshirts may be worn,
 - e. Shorts are acceptable in warm months and must be clean with no holes or stains. Shorts must have a 9” inseam or greater. No sweat-pant material or sport shorts are allowed during the regular school year. Such attire is permissible during the summer months when school is not in session
 - f. Shoes must be a full shoe at all times. No sandals, crock like shoes, or flip flops are acceptable. Employees are permitted to wear safety crocs, however the District reserves its management right to direct an employee to change footwear 1 at the discretion of the District, the footwear could be dangerous to wear.
 - g. No hats are to be worn inside the buildings.
 - h. ID’s must be worn at all times.
2. The District shall provide 6 pairs of pants and 6 long sleeve shirts to the two mechanics.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this 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.
- B. Any individual contract between the Employer and an individual Employee heretofore or hereafter executed shall be null and void.
- C. The District retains the right to utilize outside contractors on a temporary basis at its discretion to perform any work within the District, provided only that the performance of such work shall not cause the loss of regular work hours for any current Employee.

In the event the District determines it will contract out on a permanent basis any portion of its current operations which would result in layoff of Employees, the District agrees to first bargain with the Association concerning the impact of such layoffs on Employees. Any “portion of its current operations” shall mean work performed by a Unit or position within the Unit.

- D. Temporary Employee — The District may retain temporary Employees to perform work as needed. If the need warrants the use of temporary Employees the Employee retained will not replace a Bargaining Unit position.

ARTICLE XII - PERSONAL FREEDOM

- A. The personal life of an Employee is not an appropriate concern or attention of the Employer unless such personal activity is detrimental to the District.
- B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee, providing said activities do not violate any local, state, or federal law.

ARTICLE XIII - PAYROLL DEDUCTIONS

- A. The Employer agrees to make payroll deductions to administration approved repositories. No deductions shall be made for less than five (\$5) dollars per pay. (Reference: Non Grievable Memorandum of Understanding #3)

ARTICLE XIV - NO STRIKE - NO LOCKOUT

- A. During the term of this Agreement, the Association and its Members will not cause, sanction, or take part in any strike, as amended by Act 88 of 1992, walkout, picket, work slowdown whether of primary or secondary nature, and any other interference with the operation and conduct of the Employer’s business. The Employer shall have the right to discharge any Employees who participate in such actions. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XV - COPIES OF AGREEMENT

- A. Copies of this Agreement shall be reproduced at the expense of the District after Agreement with the Association with the format within thirty (30) calendar days after the Agreement is signed. Copies of the Agreement shall be presented to Employees now employed, or considered for employment by the Employer.

ARTICLE XVI - CHILD BEARING/CHILD REARING LEAVE POLICY


- A. The Employer and the Association agree to comply with all relevant current statutes with respect to pregnant employees.

- B.** The Employer and the Association agree to comply with all relevant current statutes with respect to child bearing/child rearing leaves of absence.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested to by its secretary and its corporate seal to be placed thereon, all on the day and year first above written.

**SAUCON VALLEY EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION ESP/PSEA/NEA
(Association)**

BY: 
President

BY: 
Secretary

**BOARD OF SCHOOL DIRECTORS OF THE
SAUCON VALLEY SCHOOL DISTRICT
(Board)**

BY: 
President

ATTEST:

BY: 
Secretary

SUPPORT PROFESSIONALS

PART I - COMPENSATION PER HOUR

Effective July 1, 2022, wages shall be adjusted by 2.5% for the 2022-23 school year. Retroactive increases shall only be applicable to those employees still employed with the District at the time of execution of this contract.

Effective July 1, 2023, wages shall be adjusted 2.0% for the 2023-24 school year;

Effective July 1, 2024, wages shall be adjusted by 2.0% for the 2024-25 school year;

Effective July 1, 2025, wages shall be adjusted by 2.0% for the 2025-26 school year;

Effective July 1, 2026, wages shall be adjusted by 2.0% for the 2026-27 school year.

| PROFESSIONALS | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|-----------------------------|-----------|-----------|-----------|-----------|-----------|
| MAINTENANCE | \$31.80 | \$32.43 | \$33.08 | \$33.74 | \$34.42 |
| CUSTODIAL | \$28.15 | \$28.71 | \$29.28 | \$29.87 | \$30.47 |
| TRANSPORTATION EMPLOYEES | \$27.70 | \$28.25 | \$28.81 | \$29.39 | \$29.98 |
| MECHANIC I | \$31.80 | \$32.43 | \$33.08 | \$33.74 | \$34.42 |
| MECHANIC II | \$32.12 | \$32.77 | \$33.42 | \$34.09 | \$34.77 |
| UTILITY DRIVER | \$22.27 | \$22.72 | \$23.17 | \$23.64 | \$24.11 |

In all of the above categories of employment, middle shift (start after 2:00 p.m.) and night shift (start after 10:00 p.m.) shall receive an additional fifty-five cents (\$0.55) for each hour worked. In addition, the Head Custodian in each building shall receive an additional eighty-five cents (\$0.85) per hour. The District shall select a substitute Head Custodian at their discretion for leaves of five (5) days or more. The selected employee shall receive the additional eighty-five cents (\$0.85) per hour for Head Custodians while substituting.

A probationary Employee shall receive 85% of the wage rate of the classification in which they were hired.

A new Employee shall receive 90% of the wage rate of the classification in which they were hired after the 450th hour for Drivers; 720th hour for All Others from the day of employment.

A new Employee shall receive 100% of the wage rate of the classification in which they were hired after the 885th hour for Drivers; 1,960th hour for all others from the day of employment.

The minimum work year for a full-time bus driver shall be 180 days unless the Department of Education issues a directive for less student days due to emergencies, weather events, etc. The bus driver meeting shall be held on a day prior to the start of the student day.

NOTE:

$$\begin{aligned} 885 &= (184 \text{ STUDENT DAYS}) \text{ minus } (5 \text{ SICK DAYS}) + (2 \text{ PERSONAL DAYS}) \quad * \\ 1,960 &= (2,080 \text{ HOURS}) \quad \text{minus } ((12 \text{ SICK DAYS}) + (3 \text{ PERSONAL DAYS})) \quad ** \end{aligned}$$

* Five (5) Hours Per Day ** Eight (8) Hours Per Day

An Employee who maintains a Commercial Drivers License (CDL) will receive a stipend as outlined below so long as the employee with the CDL works 150 days in a given school year:

Effective July 1, 2023 for the 2023-2024 school year - \$100

Effective July 1, 2024 for the 2024-2025 school year - \$200

Effective July 1, 2025 for the 2025-2026 school year - \$300

Effective July 1, 2026 for the 2026-2027 school year - \$400

PART II - FRINGE BENEFITS

A. FRINGE BENEFITS

1. **Full-time Employees:** The fringe benefits hereinafter set forth shall apply only to Full-time Employees, and shall continue as hereinafter set forth for the entire term of this Agreement subject to the Spousal Coordination of Benefits Provision below, except that the Employer shall provide the same or equivalent Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher's contract.
2. **Full-time Transportation Employees:** Modified fringe benefits are hereinafter set forth that shall apply only to Full-time Transportation Employees - List 2. The Employer shall provide for the Employee only, Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher's contract. No benefits shall be provided to dependents or spouses.
3. **Utility Driver Position:** The following modified fringe benefits shall apply to the Utility Driver Position. The Employer shall provide for the Employee only, Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher's contract. This position shall be eligible for Long-term Disability Coverage, Life Insurance Coverage equivalent to a Full-time Transportation employee level, and leave benefits equivalent to a Full-time employee level. No benefits shall be provided to dependents or spouses.

B. INSURANCE CARRIER

Pursuant to Part II, employer shall provide the same insurance benefit plan options as provided in the teacher's contract.

The Saucon Valley School District shall make available two PPO plan options for District employees in accordance with the following provisions

The PPO Plan 1 whose plan design is attached at Appendix “___” to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2022-2023 - 10%
- 2023-2024 – 10%
- 2024-2025 – 10.5%
- 2025-2026 – 11%
- 2026-2027 – 11.5%

The PPO Plan 2 whose plan design is attached at Appendix “___” to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2022-2023 - 3%
- 2023-2024 – 3%
- 2024-2025 – 3.5%
- 2025-2026 – 4%
- 2026-2027 – 5%

For 12 month employees, the monthly premium share shall begin on July 1 of each year of the contract. For 10 month employees, the monthly premium share shall begin on September 1 of each year. The monthly premium share will be taken in equal bi-weekly amounts. The twelve months of premium cost share will be apportioned among available payroll checks.

For all employees hired on or after July 1, 2021, the only plan available to participate in shall be the PPO Plan 2.

The District shall make available to Employees a Section 125 Plan for the above premium share contributions as a pretax deduction.

The District must provide written information to all Employees regarding all health care programs offered by the District.

The Association agrees to implement carrier mandated benefit and policy changes that apply to all of a carrier’s clients.

The Employer shall make available to Employees a Section 125 Plan for premium share contributions as a pretax deduction.

Prescription Drug Plan

The District shall purchase and provide for each Employee and their family (included spouse and children to the age of twenty-six (26) or the age required pursuant to federal law) , the Caremark Prescription Drug Plan, or at least its equivalent. Effective for the 2019-2020 school year, Employees will be required to participate in a restricted generic substitution program.

Restricted Generic Substitution: If a generic is available and the member wants a brand, the member will pay the brand (either preferred or non-preferred) copay plus the difference in the cost between generic and brand. However, if the member's doctor writes the script for "dispense as written" (DAW) then the patient only pays the preferred or non-preferred brand copay.

The copayments and any applicable RX deductibles are listed in Appendix "___".

Spousal Coordination of Benefits

Effective for all bargaining unit members spousal healthcare coverage – which includes healthcare, prescription drug, vision and dental benefits- will only be extended to such employees eligible for family coverage, whose spouse is unable to obtain healthcare through their employer. In the event a spouse can obtain coverage through their employer, they are not eligible to be on the Saucon Valley plan.

In the event the spouse experiences a change in status and coverage due to employment changes, he/she shall be permitted to re-enroll after providing proof of the status change. Similarly, to the extent a spouse becomes employed and his/her place of employment offers healthcare, the employee must immediately notify the District so as to discontinue spousal coverage on the District's healthcare plan.

Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing healthcare benefits to its Employees and limiting the future increases in those costs.

1. Employees who are enrolled in healthcare benefit coverage under the District medical plan, including the dental plan and the vision plan, and discontinue District-provided coverage at any time by providing proof of coverage elsewhere shall receive a recurring bonus payment of \$1,000 each school year. The bonus payment shall be paid across all pays of the school year. Married spouses who both work for the District shall not be eligible for the payment. Employees shall receive this full bonus so long as they remain off the plan for a full year. In the event an employee leaves or returns to the District plan during the year the payment herein shall be prorated based on when the employee left or returned to the District plan.
2. Employees may re-enroll in the plan under two circumstances:
 - a qualifying life event as defined by the District's benefits plan
 - at the next regularly scheduled open enrollment.

3. If such Employees later wish to re-enroll in a District paid medical plan they may do so at open enrollment and without a penalty.
4. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier.

Affordable Care Act

Both parties acknowledge the Affordable Care Act (“ACA”) may mandate healthcare for employees who work in excess of thirty (30) hours per week as defined by the Act. In the event this provision becomes a mandate during the term of this agreement, the following shall guide the implementation of this provision of the law:

1. **Full-time Transportation Drivers and the Utility Driver Position who currently buy single coverage** - In the event these employees qualify under ACA at some point in the future, that would require extension of coverage to their dependents, said drivers shall be offered the plan offering of the District. The cost of dependent coverage shall be the total responsibility of the employee. The employee under this scenario would continue to pay his/her flat dollar amount of premium share toward the single coverage. Under no circumstances shall the District be required to provide spousal coverage.
2. **Part-time Transportation Drivers** — In the event these employees qualify under ACA at some point in the future, the District shall offer to these employees the plan for single and dependent coverage. The total cost of the healthcare benefits shall be the responsibility of the employee. The employer shall not contribute any money to the plans. Under no circumstances shall the District be required to provide spousal coverage.

C. INSURANCE

1. **Work Injury.** If an Employee is off work due to injury on the job, medical insurance premiums will be paid by the District for a period of one (1) year from the date the Employee went out on such injury. Employee shall be required to pay their share of the insurance premiums during this time. During this period, an Employee does not earn vacation, sick leave, personal days or holidays with pay. Medical insurance is identified as Blue Cross/Blue Shield (or its equivalent), Major Medical, and Prescription Drug Plans and Vision.

With reference to this fringe benefit, Transportation Employees shall be included in the definition of Employee.

An Employee off work due to an injury on the job collecting Workers Compensation is entitled to Sick Pay not to exceed one third (1/3) sick day per paid Workers’ Compensation Day.

2. **Income Protection.** The Saucon Valley School District shall provide for each full-time Employee an integrated income protection plan. This benefit shall provide for

an income of sixty-six and two-thirds percent (66-2/3%) of the then current monthly income of said Employee (up to a maximum of sixty-six and two-thirds percent (66-2/3%) of the then current. Mechanic II rate per month), and for health care benefits (as defined elsewhere in this Agreement), each for a period of one year in the instance of a disabling illness or for a period of four years in the instance of a work related accidental disabling injury beginning at the end of the 30th day after said illness/accident and shall be integrated with any disability retirement or Social Security benefits the Employee is receiving so that the Plan's obligation is reduced by the level of such benefits. The benefit shall begin after 30 consecutive days or exhaustion of sick days, whichever is later.

3. To the extent employees are eligible for coverage under Paragraph 1 and 2 above, the District's obligation to extend healthcare coverage shall never exceed five years. Thus, any duplication of benefits above shall run concurrently and shall not be stacked.
4. **Life Insurance.** The. Saucon Valley School District shall provide a group life insurance policy in the following amounts payable to the beneficiary named by the insured in the event of the insured's 'death during the term of this Agreement.

| Year | Full-time Employees | Full-time Transportation Employees | Part-time Transportation Employees |
|-----------------------------|----------------------------|---|---|
| 2022-2023 through 2026-2027 | \$50,000 | \$40,000 | \$25,000 |

D. RETIREMENT BENEFIT

1. The Saucon Valley School District shall pay to those full-time Employees and Full-time Transportation (List 2) Employees retiring, who have been employed in the District at least ten (10) years, a sum of money equal to the number of unused sick days times \$50.
2. Death in service. The estate of any full-time Employee and Full-time Transportation (List 2) Employees of the Saucon Valley School District who dies in service shall be paid an amount equivalent to the number of days sick leave accumulated times \$50.
3. For a retiring full-time Employee who has worked a minimum of 25 years of full time service for the District at retirement time, the Employer will pay for individual medical insurance for the Employee only, not to include dental, vision or life insurance coverage, until the age of 65 or for a maximum of six (6) years following the date of retirement, whichever is sooner. If this age requirement is declared to be in violation of ADEA by any court of competent jurisdiction, the parties agree that the age requirement shall become null and void and shall immediately be replaced by the phrase "for 6 years following the date of retirement." Payment to be made by the District for the term of this obligation shall be limited to the monthly

premium rates in effect for the year in which the Employee elects to retire. In addition, eligible Employees shall be obligated to pay a co-payment of \$70 per month. This payment shall be to the Business Office on or before the 10th of the month preceding the month that the premium is due. Notice of any premium increase will be provided to the retired Employee at his/her last known address indicated in the District records, as furnished by the retiring Employee. Failure of the retired Employee to pay additional amounts due will result in immediate and permanent termination of health insurance coverage. If an Employee is not eligible for this benefit, he/she may purchase the individual medical coverage only if he/she is eligible for full retirement without penalty (superannuation).

Retirees shall receive the same plan as active Employees.

E. PERSONAL ILLNESS — FAMILY ILLNESS

1. Full-time Employees are eligible for twelve (12) days per year, cumulative and usable during any year are available for illness or accident (except in other remunerative work).
2. Full-time Transportation Employees (List 2) are eligible for eight (8) days per year cumulative and usable during any year are available for illness or accident (except in other remunerative work).
3. A physician's certificate may be required and part days absence are chargeable.
4. The same provisions as above are available for documented illness in the immediate family and are charged to sick leave.
5. No more than twelve (12) days each school year are available for illness in the immediate family and are charged to sick leave.

F. BEREAVEMENT

Death in the Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of five (5) days. Up to two of the allotted days may be reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Members of the immediate family are defined as father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, husband, wife, or any person with whom the employee has made his or her home. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of three (3) days. One of the allotted days may be

reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Relatives in this clause are defined as brother, stepbrother, sister, stepsister, grandparent, step-grandparent, grandchildren, and parent-in-law. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Relative: Whenever an employee is absent from duty because of death of other relative, there shall be no deduction in salary or sick days charged for absence on the day of the funeral. Other relatives are defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, first cousin, grandparent-in-law, aunt, uncle, niece, nephew, and parent of employee's child if child is under the age of eighteen. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant. Additional time may be allowed in case of long distance provided permission is secured from the Superintendent or his/her designee in advance.

G. PERSONAL DAY

1. Full-time Employees shall be entitled to three (3) personal days per year without loss of pay.
2. Full-time Transportation Employees (List 2) are entitled to two (2) personal days per year without loss of pay.
3. One personal day may be taken, with permission from the supervisor on the day prior to or subsequent to a holiday or vacation period.
4. Written request must be made to the Employee's immediate supervisor at least three (3) calendar days prior to such "personal day" except in case of an emergency. The Employee shall inform the supervisor regarding the reason for the emergency as soon as possible of his/her absence and the reason for such absence. The immediate supervisor will grant the "personal day" requested by said Employee except where the granting of such request will have a disruptive effect on the education program and/or health, safety, or welfare of the students and staff for that day.
5. At the end of the school year, all unused personal days shall accumulate as sick leave.

H. LEAVE FOR GOOD REASON

Other leaves of absence without pay or fringe benefits may be granted by the Superintendent. In each instance the Employee shall request said leave, in writing, to the Supervisor of Campus Operations who shall refer said request to the Superintendent of Schools. The Superintendent's decision in granting or refusing such leave shall be final and binding on the parties. It is understood by the parties that, if such leave is granted by the Superintendent, seniority will not be affected and it is further agreed that denial of leave by the said Superintendent shall not constitute a grievance under this Agreement.

I. FAMILY AND MEDICAL LEAVE ACT

The parties recognize and agree to comply with the rights of the District and the Employees under the Family and Medical Leave Act (FMLA) of 1993. Any Employee entitled to FMLA leave may have the option to use up to ten (10) days of sick leave either concurrently with the 12 weeks of guaranteed leave time within each year provided by the FMLA or at any other time during the year. FMLA leave must be used concurrently with all leaves after the optional use of the ten (10) days of sick leave. The District shall post appropriate notices approved by the U.S. Department of Labor advising Employees of their rights under the Act. The District shall employ a rolling year methodology.

J. VACATIONS

Vacations for full-time Employees shall be as follows:

- a. Ten (10) working days after the first continuous full year of employment
- b. Fifteen (15) working days after seven (7) full consecutive years of employment.
- c. After ten (10) full consecutive years of employment, one (1) additional working day for every additional full year, but not to exceed a total of five (5) additional days.
- d. After twenty (20) full consecutive years of employment, one (1) additional working day for every two (2) additional years will be accrued, not to exceed a total of five (5) additional days, for a maximum vacation accrual of twenty-five (25) days after thirty (30) years of employment.

Each Employee's entitlement to such vacation shall be computed as of the 30th day of June for each year. Each Employee shall take such vacation in multiples of no less than five (5) days each. However, where such scheduling is feasible and the Supervisor of Campus Operations of the School District determines that it will not interfere with the orderly operation and maintenance of the School District he/she shall be allowed up to ten (10) of the vacation days to be taken in multiples of less than five (5) vacation days.

The said vacations, to the extent feasible, shall be scheduled during the then current Contract year and completed prior to June 30 thereof. Each year vacations will not be scheduled the last week of school, which includes graduation day and the week prior to the start of the school year. No more than twenty five percent (25%) of custodial department Employees, or forty percent (40%) of maintenance department Employees, or fifty percent (50%) of List 1 — Mechanics may schedule vacation simultaneously within said department without prior approval by the Supervisor of Campus Operations.

K. PAID HOLIDAYS

1. All Full-time Employees, except Full-time Transportation Employees — List 2, shall be entitled to eleven (11) paid holidays, as follows:

- a. New Year's Day
 - b. President's Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day After Thanksgiving
 - i. Day Before Christmas
 - j. Christmas Day
 - k. Day Before New Year's Day
2. All Full-time Transportation Employees — List 2 shall be entitled to five (5) paid holidays as follows:
- a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. Good Friday
 - e. Memorial Day
3. All Part-Time Transportation Employees – List 3 shall be entitled to three (3) paid holidays as follows:
- a. Labor Day
 - b. Christmas Day
 - c. Memorial Day
4. It is understood and agreed by and between the parties, however, that if any of such holidays shall occur when school is in session, the Employee shall work on that holiday but shall be given an additional day off, such day to be determined by mutual Agreement with the Employee's immediate Supervisor.

5. The Employee must work the day before and the day after a holiday in order to receive holiday pay, unless a doctor's excuse is presented on the day the Employee returns to work or the Employee was on scheduled vacation.
6. Full-Time Employees will be paid for their regular work days between Christmas Day and New Year's Day (December 26 through December 30th). Employees may be required to work if the District is open on those dates as determined by the Administration or unforeseen events necessitate employees to work on those dates. In the event the District were to open at the discretion of the Administration or unforeseen events require employees to work on the days in question, employees would be compensated at regular rates for the work provided and the administration would designate a mutually agreed upon alternative date(s) within the District calendar for the employee to utilize the holiday date(s).

PART III - MISCELLANEOUS

If a full-time Employee is directed by the School District to substitute for another full-time Employee, the Employer shall provide a minimum of eight (8) hours off between scheduled shifts; otherwise, said substitute full-time Employee shall receive one and one-half time (1 1/2) the regular rate for the time worked prior to the expiration of said eight (8) hours off between shifts, then he/she shall not be entitled to the time and one-half time (1 1/2) for such hours' work. If, however, a full-time Employee voluntarily works without a minimum of eight (8) hours between scheduled shifts, then the Employee shall not be entitled to the time and one-half for such hours worked. It is recognized by the Employer that the Employee will be directed to report to work without a minimum of eight (8) hours in exceptional situations that occur due to Employee absence because of sickness, emergency, or bereavement.

1. **Call-In.** Any full-time Employee called to work after their regular scheduled work shift shall be paid a minimum of two (2) hours for all hours worked at one and one-half time (1-1/2) the regular rate. "Called to Work" shall mean the calling back to work of the Employee after that Employee has left their regular place of employment for the purpose of returning home.
2. **Reporting Pay.** A minimum of four (4) hours work is required for four (4) hours pay at straight time pay shall be given to all full-time Employees reporting to work unless such Employee has been previously notified not to report for work. Drivers reporting to work, unless such Employee has been previously notified not to report to work, shall receive one (1) hour pay at straight time rate.
3. Reporting pay shall not apply to Employees who are called in solely for the purpose of "building checking" of the various buildings in which case such Employees shall receive one and one half time (1 1/2) their regular wage rate based on the following
 - a. One and one-half (1-1/2) hour for checking the Senior High School.
 - b. Two and one-half (2-1/2) hours for checking the Elementary/Middle School Campus Area

4. All fees related to the retention of the CDL shall be reimbursed to Employees in the Transportation Department, as long as the Employee has worked a minimum of 860 hours in each of the prior four consecutive school years.

The past practice of permitting reimbursement for the CDL license even if the Employee has not worked the necessary hours will cease.

GRIEVANCE PROCEDURE

PART I - Purpose

The purpose of this procedure is to resolve at the lowest possible administrative level as promptly as possible any differences that should arise between the Administration and an Employee(s) or the Association as to the meaning and application of the provisions of this Agreement. Any grievance which shall involve any claim of a violation or misapplication of any applicable laws, rules, procedures, regulations, administrative orders or policies NOT contained in this Agreement shall NOT be submitted to arbitration under the provisions of this Section and Section 903 of Article IX of Act 195 unless the parties shall agree in writing so to submit such grievance to arbitration.

PART II - Definitions

- A. Administration: the immediate Supervisor, the Superintendent of Schools and the Superintendent's assistants, and the Board of Education.
- B. Calendar Day: a day of 24 hours within the fiscal year
- C. Employee: all Members of the Bargaining Unit as certified by the PLRB.
- D. Grievance: a complaint by an Employee or a group of Employees or the Association, that there has been a violation of the provisions of the current Agreement.
- E. Group Grievance: a complaint brought by the Association on behalf of more than one Employee who alleges that there has been a violation of the provisions of the current Agreement.

PART III - General Principles

- A. An Employee may seek the assistance of a representative of the Association in the presentation and/or appeal of any grievance.
- B. Failure of the Administration at any step to communicate its decision to the Employee within the specified time limits shall permit the Employee to proceed with his/her grievance to the next step of the procedure.
- C. If the decision of the Administration at any step of the procedure with respect to a grievance shall not be appealed to the next step within the time specified for such

appeal, such grievance shall be considered settled on the basis of the decision made by the Administration.

- D. Forms relating to a particular grievance shall be placed in a file separate from the personnel file of the Employee and shall be held confidential.

PART IV - Procedure

Step I - Appeal to the Immediate Supervisor and the Supervisor of Campus Operations

The grievance must be filed by the grievant or the Association in writing on a form to be provided by the Administration within fifteen (15) scheduled work days of the alleged violation of the Agreement. A meeting must be held between the parties within five (5) scheduled work days of the grievance presentation unless it has been mutually agreed to extend the time limits for same. A decision must be rendered by Step I within five (5) scheduled work days after receipt of grievance. The appeal to Step II of the procedure must be made within five (5) scheduled work days of the receipt of the decision by the grievant and the Association from Step I.

Step II - Superintendent of Schools

The grievance must be appealed in writing to Step II on the form provided by the Administration within five (5) scheduled work days after receipt of the decision from Step I. A meeting must be held between the parties within five (5) scheduled work days of the presentation of the grievance to Step II unless it has been mutually agreed to extend such time limits.

A decision must be rendered by Step II within five (5) scheduled work days of the receipt of the grievance. The appeal to Step III must be made by the grievant or the Association within five (5) scheduled work days of its receipt by the grievant and the Association from Step II.

Step III - The Board of School Directors

The grievance must be appealed in writing, on the form provided by the Administration, with the Board of School Directors within five (5) scheduled work days of receipt of same from Step II.

The Board of School Directors shall render a decision at the next official school board meeting. If additional time is required for the study of a grievance, it may be allowed upon the mutual agreement by both parties concerned. The School Board shall present a written disposition of the grievance to the grievant and the Association with ten (10) scheduled work days of its decision.

Step IV - Arbitration

If the action in Step III fails to resolve the grievance to the satisfaction of the Association, the grievance may be appealed to arbitration in accordance with Section 903 of Act 195. If arbitration is requested, the Association shall notify the Board within fifteen (15) scheduled work days of the receipt of the Board's decision in Step III of the grievance procedure.

NON-GRIEVABLE MEMORANDUM OF UNDERSTANDING - #1

This is a non-grievable "Memorandum of Understanding" concerning pro-ration of personal illness-family illness, personal days, and vacation days for newly hired members of the Saucon Valley ESP/PSEA/NEA.

The pro-ration factor shall be the fraction of calendar days remaining in the contract year divided by the total calendar days in the contract year of hire.

Personal Illness-Family Illness: the pro-ration factor times the contractual personal illness-family illness eligibility (Part II, Fringe Benefits, Section E) shall be the eligible days to the nearest half day for the current contract year.

Personal Day: the pro-ration factor times the contractual personal day entitlement (Part II, Fringe Benefits, Section G) shall be the eligible days to the nearest half day for the current contract year.

Vacation: the pro-ration factor times the contractual vacation days (Part II, Fringe Benefits, Section J, Paragraph 2) shall be the eligible vacation days to the nearest half day to be utilized on or after the completion of a continuous year of service.

APPENDIX A
Memorandum of Agreement — Complaint Procedure

It is hereby agreed by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT (hereinafter referred to as the “Board”) and the SAUCON VALLEY EDUCATION SUPPORT PROFESSIONALS, PSEA/NEA (hereinafter referred to as the “Association”) to the following:

The Saucon Valley School District has adopted the complaint procedure indicated below.

Purpose; The purpose of this procedure is to discuss, voice, explain any differences that should arise between the administration and the Employee in a prompt efficient manner so that the issue may be addressed or that there may be resolution to the concern. Any item that is thought to be in need of discussion should be, placed in writing to clarify the issue, time frame of the concern, and the persons involved.

Procedure:

1. Try to address the concern at the lowest possible level of either Employee to Employee or Employee to your immediate supervisor.
 - a. Custodial Employee: Head Custodian, Supervisor, Business Manager, Superintendent, School Board.
 - b. Maintenance/Building and Grounds/Transportation: Employee, Supervisor, Business Manager, Superintendent, School Board.
 - c. Secretaries/Clerks: Employee, Building Administrator, Assistant Superintendent, Superintendent, School Board.
 - d. Cafeteria: Employee, head cook at building level, K-12 coordinator, Business Manager, Superintendent, School Board.

Document all meetings and attempts to resolve the issue during each step that you take in the process. This documentation will assist the next person reviewing the concern so that they may follow what attempts were made to address the issue and who has been involved so far and why it had not been resolved at that level.

2. A meeting should be held at the first level within 10 days of the infraction or concern.
3. Moving to the next step in the chain of command should happen in a timely manner so that the issue can be addressed. No more than 10 days should pass between each level.
4. An individual Employee or a group may address an issue.
5. If the Employee or the group has a concern with their immediate supervisor then they should address their concern with the next up on the chain of command.

6. Issues will be discussed and when resolution is met the decision and the conversation will be documented in writing and all members in attendance will receive a copy of the outcome of the meeting.

7. Resolution does not mean that the issue is settled in favor of any one person over the other but is defined as:

- the concern was voiced and listened to,
- presented to the appropriate persons,
- all parties are aware of the issue,
- adjustments, Changes, management parameters reviewed, and discussions occur
- item is clarified
- answer is provided and documented.

8. A person or persons may return with the same issue if it reoccurs or with other issues as they arise.

9. Employees shall receive a written reply from the School Board within ten (10) days after the Employees' presentation at the final level.

Susan Baxter

For the Saucon Valley School District

Date: 6-27-2023

Sean Murray

Shirley Hill

For the Saucon Valley Education Support
Professionals, PSEA/NEA

Date: 6-27-2023

Saucon Valley School District

Your Workers' Compensation Insurance Carrier is:

Excalibur Insurance Management Services LLC

213 Smith Street Dunmore, PA 18512

Phone: 570-969-4074

NOTICE TO EMPLOYEES IN CASE OF WORK-RELATED INJURIES

1. If you suffer a work-related injury, your employer or its insurance company must pay for reasonable surgical and medical services and supplies, orthopedic appliances and prosthesis, including training in their use.
2. In order to ensure that your medical treatment will be paid for by your employer or its insurance company, you must select from one of the following health care providers. You must continue to visit one of the providers listed below, if you need treatment, for ninety (90) days from the date of your first visit.
3. If one of the providers below refers you to another licensed specialist, your employer or their insurer will pay the bill for these services.
4. After this ninety- (90) day period, if you still need treatment and your employer has provided a list as set forth below, you may choose to go to another health care provider for treatment. You should notify your employer of this action within five days of your visit to said provider.
5. If a physician on the list prescribes invasive surgery, you may obtain a second opinion from any physician of your choice. If the second opinion is different than the listed physician's opinion, you may determine which course of treatment to follow; however, the second opinion must contain a specific and detailed treatment plan. If you choose the second opinion, the procedures in that opinion must be performed by one of the physicians on the list for the first ninety- (90) days. Therefore, in this situation, the employee may be required to treat with an employer-designated provider for up to 180 days.
6. If you are faced with a medical emergency, you may secure assistance from a hospital, physician, or health care provider of your choice for your work related injury. However, when the emergency is resolved, you must seek treatment from a provider listed below.

| <u>Name</u> | <u>Address</u> | <u>Phone</u> | <u>Area of Specialty</u> |
|---|--|---------------------|---|
| *Lehigh Valley Hospital | 2545 Schoenersville Road Bethlehem, PA 18017 | 610-402-8000 | Emergency Medicine (Must Follow-up the next day with a panel provider) |
| Concentra Medical Centers (Multiple Locations) | 90 South Commerce Way Bethlehem, PA 18017 | 484-820-0260 | Occupational Medicine |
| St. Luke's Care Now (Multiple Locations) | 153 Brodhead Road St. Luke's North Bethlehem, PA 18017 | 484-526-3000 | Urgent Care/Occupational Medicine |
| LVPG Orthopedics & Sports Medicine (Multiple Locations) | 798 Hausman Road, Suite 100 Allentown, PA 18104 | 610-402-8900 | Orthopedics |
| St. Luke's General Surgery (Multiple Locations) | 701 Ostrum Street, Suite 202 Bethlehem, PA 18015 | 484-526-2200 | General Surgery |
| St. Luke's Neurology (Multiple Locations) | 1417 Eighth Avenue Bethlehem, PA 18018 | 484-526-5210 | Neurology |
| St. Luke's Neurosurgical Associates (Multiple Locations) | 701 Ostrum Street, Suite 602 Bethlehem, PA 18015 | 484-526-6000 | Neurosurgery |
| Lehigh Valley Center for Sight (Multiple Locations) | 1739 West Fairmont Street Allentown, PA 18104 | 610-437-4988 | Ophthalmology |
| Lehigh Valley Center for Sight (Multiple Locations) | 3959 William Penn Highway Easton, PA 18045 | 610-437-4988 | Ophthalmology |
| Allentown Chiropractic Center | 1850 East Emmaus Avenue Allentown, PA 18103 | 610-791-1020 | Chiropractic |
| Augello Chiropractic | 1578 Easton Avenue Bethlehem, PA 18017 | 610-866-4440 | Chiropractic |

***Must follow-up the next day with a panel Occupational Medicine provider listed above for continuing treatment.**

CONVENIENT NETWORK LOCATIONS LISTED BELOW

| | | | |
|--|---|-----------------------|-------------------------|
| Premier Comp PT Network | Call Toll Free for Closest Location | 1-888-594-4001 | Physical Therapy |
| Premier Comp MRI Network | Call Toll Free for Closest Location | 1-888-594-4001 | MRIs |
| Alius Health, LLC | Prescription Card Accepted at All Pharmacies | 1-844-661-4463 | Pharmacy RX |
| Advanced Medical Brokerage- AMB | Please Call | 1-215-887-9700 | DME |

Panel Date: 6/28/2023

I have read all of the above regarding treatment for my Workers' Compensation injury.