COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

DALLAS SCHOOL DISTRICT

AND

DALLAS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

JULY 1, 2021

TO

JUNE 30, 2026

RECOGNITION
TERM OF AGREEMENT
VAGES AND SALARY PROVISIONS
HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT
OTHER EMPLOYEE BENEFITS
IOB SECURITY AND JOB PROGRESSION
IUST CAUSE
VAIVERS
NO STRIKE - NO LOCKOUT
JNSAFE OR HAZARDOUS CONDITIONS
EFFECTIVE DATE AND SIGNATURES
DIX "A"
SALARIES AND OTHER CONDITIONS OF EMPLOYMENT Custodians, Groundskeeper, Laborer Courier, and Maintenance Personnel
6. <u>New Hires</u> <u>Scale / Hourly Rate</u> Custodians Maintenance
DIX "B"
SALARIES AND OTHER CONDITIONS OF EMPLOYMENT
Secretaries, Telephone Operator, Clerical and Transportation Coordinator
2. Work Schedule
4. <u>New Hires</u>
5. <u>Hazardous Conditions</u>
DIX "C" SALARIES AND OTHER CONDITIONS OF EMPLOYMENT
lousekeepers
Hazardous Conditions
5. Housekeepers Work Schedule
6. <u>New Hires</u>

APPENDIX '	'D"			
OTHER EMPLOYEE BENEFITS				
2.	2. <u>Maternity Leave</u> 1			
3.	Tax-Sheltered Annuity	13		
4.a.	Hospitalization and Medical Program			
	For the Term of this Agreement	13		
b.	Plan Specifics	14		
C.	Blue Shield (Dental Care Program):	14		
5.	Life Insurance	15		
6.	Retirement Incentive	15		
7.	Activity Passes	16		
8.	Jury Duty	16		
9.	Sick Leave	16		
10.	<u>Seniority</u>	16		
11.	Temporary Leaves of Absence	17		
12.	Unpaid Leaves of Absence	18		
13.	Paid Holidays and Vacations	18		
14.	Payroll Dues Deduction	20		
15.	Release Time	21		
17.	Required Meetings and Hearings	21		
18.	Emergency Day	21		
19.	Probationary Period	22		
20.	Personal Day	22		
21.	Sick Leave Bank	22		
22.	Job Postings	22		
23.	Tuition Reimbursement	23		
24.	Maintenance of Membership	23		
APPENDIX '				
GRIE	VANCE PROCEDURE			
	Prior Step I	24		
	Step I	24		
	Step II	25		
	Step III	25		
	Step IV	25		
SICK LEAVE	BANK RULES AND REGULATIONS	27		
SICK LEAVE	BANK CONTRIBUTION FORM	28		
SICK LEAVE	BANK MEMBER'S REQUEST FOR CONSIDERATION	29		
SICK LEAVE	BANK MEMBER'S REQUEST FOR EXTENSION OF LEAVE	30		

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DALLAS SCHOOL DISTRICT

AND

DALLAS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, P. S. E. A./E. S. P. A.

I. RECOGNITION

The Dallas Educational Support Personnel Association, P. S. E. A./E. S. P. A., PERA-R-8360-C, August 26, 1976, hereinafter called "Bargaining Agent", is hereby recognized by the Dallas School District, hereinafter called "District", as the Bargaining Agent for all full-time and regular part-time employees, Custodians, Laborers, Courier, Groundskeeper, Maintenance Personnel, Supply and Receiving Clerk, Housekeepers, Secretaries, and Clerks, hereinafter called the "Bargaining Unit", under the conditions of Pennsylvania Law, (Act 195 and Act 88), providing for collective bargaining for public employees. A regular part-time employee shall mean any person employed on a regular basis who is scheduled to work less than five (5) hours each full workday during the normal school year when

school is in session.

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2021 and shall continue in full force and effect until June 30, 2026, or until such later date as the parties may hereinafter agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

III. WAGES AND SALARY PROVISIONS

- A. The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendices A, B, and C, and made part of this Agreement, and that the schedule of wages and salaries shall remain in force for the term of this Agreement.
- B. In the event that the term of this Agreement shall be extended, as provided in Section II above, and in the event that such mutually agreed-upon changes result in a condition of such an extension, then a revised Appendix A, B, or C shall be executed by the parties, attached hereto and made a part hereof.

III. WAGES AND SALARY PROVISIONS

C. Evaluations: It is understood that the employer has the right to evaluate bargaining unit members and that any and all evaluations will be conducted in strict compliance with the Dallas School District Policy #313, Evaluation of Classified Employees which was adopted on November 9, 1998.

Such evaluation procedure will be completed a minimum of two (2) times per year -- one (1) evaluation by the appropriate supervisor, the second evaluation would be conducted by the appropriate supervisor and the building administrator where applicable.

In the event a bargaining unit member receives a final yearly rating which is unsatisfactory, said bargaining unit member will not receive a salary step increase for the upcoming year. The bargaining unit member shall continue to receive the prior year's salary until he/she receives a satisfactory rating (from the appropriate supervisor) in the year in question. At that time, the bargaining unit member shall progress to the salary/level where he/she would have been placed in the year following the initial unsatisfactory rating had he/she not received that rating. The increase will take effect at the beginning of the next payroll period. The intent of this section is not to be punitive, but to assist an employee to improve. As a part of the normal evaluation procedure, unsatisfactory portions of work performed will be pointed out from ongoing observations, recommended improvements made, follow-up action taken and appropriate documentation. A bargaining unit member who receives an unsatisfactory evaluation which results in no gain in salary shall have received prior notice of the possibility of an unsatisfactory rating with recommendation for improvement along with sufficient time to improve in advance of the annual evaluation.

IV. HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

- A. The parties agree that hours of work and other conditions of employment to be affected by this Agreement are accurately reflected in Appendices A, B, and C, attached hereto and made a part hereof.
- B. Changes in hours of work and other conditions of employment to which the parties may agree, conditioned upon a change in the term of this Agreement as provided in Section II, shall be evidenced by a revised Appendix A, B, or C, which shall be executed by the parties, attached hereto and made a part hereof.

V. OTHER EMPLOYEE BENEFITS

- A. The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix D attached hereto and made a part hereof.
- B. Any changes in other employee benefits to which the parties may agree conditioned upon the change in the term of this Agreement as provided in Section II, shall be evidenced by a revised Appendix D, which shall be executed by the parties, attached hereto and made a part hereof.

VI. JOB SECURITY AND JOB PROGRESSION

Nothing contained herein shall be construed to deny or restrict to any educational support personnel employee such rights as he/she may have under the Public Employee Relations Act, Act 195, Act 88, or the Public School Code of 1949, as amended, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

There will be no outsourcing over the duration of the July 1, 2021 – June 30, 2026 contract. This provision will sunset at the end of the July 1, 2021 – June 30, 2026 contract.

VII. JUST CAUSE

The parties agree that no employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause.

VIII. WAIVERS

The parties agree that the Agreement is binding for the stated term and that the items agreed upon herein may not be reopened during the period of this Agreement, however, notwithstanding the aforementioned, the parties will pursue negotiations for a successor Agreement in accordance with the provisions of the Public Employee Relations Act 195 and Act 88.

IX. NO STRIKE - NO LOCKOUT

As a condition of the various provisions of this Agreement to which the parties have agreed, the Bargaining Unit will not engage in a strike, (as that term is defined in Act 195 and Act 88), during the term of this Agreement and District agrees it will not conduct or cause to be conducted a lockout during the term of this Agreement.

X. UNSAFE OR HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Any unsafe or hazardous condition will be reported to an immediate supervisor. Unless the situation is remedied, the employee will be assigned to an alternate area.

XI. EFFECTIVE DATE AND SIGNATURES

APPENDIX "A"

SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

Custodians, Groundskeeper, Laborer, Courier, and Maintenance Personnel

1. a. During the 2021-2026 contractual years, employees in the above classifications will be paid in the following percentage increase.

Year	Salary Increases on Base Wages Ending June 30, 2021
2021-2022	3.0%
2022-2023	3.0%
2023-2024	2.75%
2024-2025	2.5%
2025-2026	2.5%

- b. A shift differential payment of fifteen cents (15ϕ) per hour for the second shift and a twenty-three cents (23ϕ) per hour differential for the third shift in the Senior High School and Middle School.
- c. The contractual hourly rate shall be calculated upon the basis of 2080 hours per year. All wages/salaries of all employees included in Appendix "A" job classifications are attached hereto and made a part of hereof.
- d. All classifications listed as custodial / maintenance shall receive an additional thirty cents (30¢) per hour increase beginning in their 8th, 12th, 16th, 20th, 24th, 28th, 32nd, and 36th year of service. The above wage increases do not include the additional longevity cents per hour which will be added to the hourly wage on the anniversary date of the employee entering their 8th, 12th, 16th, 20th, 24th, 28th, 32nd, and 36th year of service.
- 2. The above listed employees shall work eight (8) hours per day, Monday through Friday, inclusive.
- 3. a. In the event the above listed employees are required to work beyond forty (40) hours per week or eight (8) hours per day, they will be paid at a rate of time and one-half. In computing overtime hours worked, holidays which are celebrated on a scheduled workday, and vacation time shall be regarded as hours worked for the purpose of computing overtime hours.

Overtime work will be assigned on a rotating seniority schedule, from a list of those employees normally assigned to a building, that will roll over at the start of each new contract year. Buildings that have only one of the above-listed employees normally assigned to it will be exempt from seniority rotation.

An employee assigned to work overtime hours must either work the assigned hours or find another employee to work the hours if he/she cannot. When an assigned employee arranges for another employee to work the assignment, the assigned employee shall notify the appropriate supervisor of such in writing prior to the hours assigned.

If overtime work is needed on school grounds, those employees who presently work on the grounds, (including maintenance workers), will be assigned according to a seniority rotation basis. For this instance, a combined seniority list will be maintained, which will combine the two classifications mentioned in this clause.

- b. It is agreed that if overtime work would require a special ability to handle a specific piece of equipment that would be the only reason for not adhering to the provisions of this paragraph.
- c. The District shall pay personnel who work voluntarily for non-school sponsored activities their regular hourly rate according to the actual hours worked. If employees work over their regular hours as defined in Appendix "A" Section 3-a, they will receive one and one-half (1-1/2) times their regular rate for each hour worked. Payment will be made through the District's payroll and the sponsoring organization will be billed by the District.
- d. If no personnel volunteers, the work will be assigned on a district-wide seniority basis, rotating from least senior to most senior for each assignment, except that the seniority rotation shall be from least senior with the understanding that no personnel shall be required to perform another non-school sponsored activity until the rotation has been completed.

The same procedure will be applied to all non-school activities involving school grounds. Assignment to a non-school sponsored activity involving school grounds will be primarily assigned to those employees who presently work on grounds. If no personnel volunteers, the work will be assigned on a district-wide seniority basis as listed above.

e. An employee who is required to work extra hours or who agrees to work extra hours shall be guaranteed compensation for a minimum of two (2) hours work.

- f. <u>Transfer</u>: In an emergency (which is defined as a sudden or unexpected occurrence or combination of occurrences demanding prompt action) which requires the transfer of a bargaining unit member(s), the employer will first seek a qualified volunteer(s) to cover the emergency situation on a temporary basis. In the event there are no qualified volunteers, the Board has the right to transfer, on a temporary basis, a qualified bargaining unit member to said position. Once the emergency is rectified, the bargaining unit member will return to his/her former position. During such transfer/reassignment, said bargaining unit members will not suffer a reduction in compensation, benefits or contractual rights.
- g. <u>Emergency Call-In</u>: Employee(s) called in because of emergency will be paid at one and one-half (1-1/2) times their regular rate for each hour worked with a two (2) hour minimum guarantee. In addition, the employee designated as being "on call" shall be paid a one hundred-dollar (\$100) stipend for each week of such designation.
- 4. During the term of this Agreement, in the event a custodian, groundskeeper, laborer, supply clerk or courier is assigned by the Supervisor of Buildings and Grounds or his designee to perform approved duties defined as "maintenance duties" during the period of assignment to "maintenance duties", the above-listed employees shall be paid at an hourly wage as follows: 120% of regular wage.
- 5. All those employees above listed shall receive an unpaid, duty-free lunch period as currently exists as part of their daily work schedule with two (2) paid fifteen (15) minute breaks.
- 6. **New Hires**: During the term of this Agreement, starting salary for new hires will be as follows:

Custodians		
2021-2022	\$14.04	
2022-2023	\$14.46	
2023-2024	\$14.86	
2024-2025	\$15.23	
2025-2026	\$15.61	

Maintenance		
2021-2022	\$15.93	
2022-2023	\$16.41	
2023-2024	\$16.86	
2024-2025	\$17.29	
2025-2026	\$17.72	

APPENDIX "B"

SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

Secretaries / Clerical

1. During the 2021-2026 contractual years, employees in the above classifications will be paid in the following percentage increase.

Year	Salary Increases on Base Wages Ending June 30, 2021
2021-2022	3.0%
2022-2023	3.0%
2023-2024	2.75%
2024-2025	2.5%
2025-2026	2.5%

All classifications listed as secretaries and clerical shall receive an additional thirty cents (.30¢) per hour increase beginning in their 8th, 12th, 16th, 20th, 24th, 28th, 32nd and 36th year of service. The wages increases do not include the additional longevity cents per hour which will be added to the hourly wage on the anniversary date of the employee entering their 8th, 12th, 16th, 20th, 24th, 28th, 32nd, and 36th year of service.

2.	WORK SCHEDULE:	SCHOOL YEAR	SUMMER SCHEDULE
	Secondary	7:30 A.M3:30 P.M.	8:00 A.M3:00 P.M.
	Elementary	8:30 A.M4:30 P.M.	8:00 A.M3:00 P.M.
	Administration Offices	8:30 A.M4:30 P.M.	8:00 A.M3:00 P.M.
	Administration Central Office Secretary	7:30 A.M.–3:30 P.M.	8:00 A.M3:00 P.M.
	Administrative Assistant- Administration Building	9:00 A.M5:00 P.M.	8:00 A.M3:00 P.M.
	Special Education Department Secretary	8:00 A.M4:00 P.M.	8:00 A.M3:00 P.M.
	Maintenance Secretary	8:00 A.M4:00 P.M.	8:00 A.M3:00 P.M.

- 3. Each of the employees in the above positions will receive a paid, duty-free lunch period in accordance with past practice.
- 4. New Hires: During the term of this Agreement, starting salary for new hires will be as follows:

Secretary/Part-Time Secretary		
2021-2022	\$13.95	
2022-2023	\$14.36	
2023-2024	\$14.76	
2024-2025	\$15.13	
2025-2026	\$15.51	

- 5. **Hazardous Conditions:** Provided that one employee remains in the high school, one in the middle school, and one for both elementary schools; if, after reporting for work weather conditions make driving conditions hazardous; with the approval of the Administration, the remaining employees shall be permitted to leave and they will not suffer loss of pay for same. Which employees will remain will be determined by rotation of such duties.
- 6. During the term of the Agreement, the District shall employ newly hired part-time employees at the starting rate listed above. This position will be a part-time secretary.
- 7. Part-time secretaries will be assigned to work no more than 4.75 hours per day.
- 8. Part-time secretaries' terms and conditions of employment will be governed by the Collective Bargaining Agreement.
- 9. Part-time secretaries will be entitled to the benefits as applicable to regular part-time employees as set forth in the Collective Bargaining Agreement. Accordingly, and pursuant to Appendix "D" paragraph 4, of the Collective Bargaining Agreement, the "District will make the above Blue Cross/Blue Shield Medical and Dental Group Rate available to all part-time employees at employee's expense. Those part-time employees who initiate such coverage must do so in accordance with the requirements established by the Business Office."
- 10. In the event of a reduction-in-force, all part-time secretaries must first be laid off before any full-time secretary is laid off; and all part time secretaries shall be laid off or reduced in status in reverse order of their seniority.
- 11. In the event that a part-time secretary applies for a position as a full-time secretary, the full-time secretary position will be filled in accordance with the express language of Appendix "D" Other Employee Benefits, paragraph 10, Seniority, subparagraph b., except that the third sentence of subparagraph b. shall be revised to read as follows: "The position shall be filled on the basis of competency, experience, and seniority."

- 12. Part time secretaries shall accrue one year of seniority for each school year of service.
- 13. Part time secretaries will be offered any additional work. Subs cannot perform work before part time secretaries have been offered the work.
- 14. Part time secretaries will be called in before clerical subs for and summer work or for days when students are not in school, but FT secretaries are present. They will also have first right of refusal for work on projects or items that FT secretaries need additional help.

APPENDIX "C"

SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

Housekeepers

1. During the 2021-2026 contractual years, employees in the above classifications will be paid in the following percentage increase.

Year	Salary Increases on Base Wages Ending June 30, 2021
2021-2022	3.0%
2022-2023	3.0%
2023-2024	2.75%
2024-2025	2.5%
2025-2026	2.5%

Housekeepers will be eligible for the second shift differential of (.15 cents) per hour.

All housekeepers will receive an additional thirty cent (.30¢) per hour increase beginning in their 8th, 12th, 16th, 20th, 24th, 28th, 32nd and 36th year of service. The wage increases do not include the additional longevity cents per hour which will be added to the hourly wage on the anniversary date of the employee entering their 8th, 12th, 16th, 20th, 24th, 28th, 32nd, and 36th year of service.

- 2. Whenever possible, all additional work per building will be assigned on a rotating schedule based on seniority before a substitute is brought in.
- 3. Housekeepers may be scheduled to work eight (8) hours per day, five (5) days per week, two (2) weeks during the summer. In the event a housekeeper is not available for the above two (2) week period, he/she will be excused without prejudice. However, District agrees to use the current housekeeping staff to perform those duties normally performed by them before employing substitutes.

4. HAZARDOUS CONDITIONS:

If, after reporting for work weather conditions make driving conditions hazardous, the above employees shall be permitted to leave when their work is completed, subject to the approval of Administration and they will not suffer a loss of pay for same.

5. **HOUSEKEEPERS WORK SCHEDULE:**

Dallas Intermediate School - 4 1/2 hours
 Dallas High School - 4 1/2 hours
 Administration Building - 5 hours
 Dallas Middle School - 4 hours
 Wycallis Primary Center - 4 ½ hours
 (All housekeepers will work five (5) days per week during the normal school year).

- b. Each housekeeper will receive a scheduled paid fifteen (15) minute break during their daily work schedule, approved by the Supervisor of Buildings and Grounds.
- 6. <u>New Hires</u>: During the term of this Agreement, the District shall employee newly hired regular part-time employees on the salary schedule.

Thereafter, they will move through the scale as listed.

Housekeepers		
2021-2022	\$15.77	
2022-2023	\$16.24	
2023-2024	\$16.69	
2024-2025	\$17.11	
2025-2026	\$17.53	

7. Service Credit: As of July 1, 2006, part-time employees of the Dallas School District shall, upon receipt of a full-time classification, be credited for their part-time service to a maximum of three (3) years. Example: A housekeeper with four (4) years of service, becomes a custodian. Four (4) years of part-time service may equal two (2) years of full-time service. That employee would be credited with two (2) years of service.

APPENDIX "D"

OTHER EMPLOYEE BENEFITS

District will provide the following benefits to all full-time employees covered by the provisions of this contract unless otherwise specified:

1. Any full-time employee of District who retires while an employee of District for years of service, in accordance with retirement policies of the Public School Code, Section 1122 and the policies of District, shall be paid an amount equal to thirty dollars (\$30.00) per day for each day of sick leave unused by such employee earned while an employee of the District, not to exceed a maximum of one hundred fifty (150) days of unused sick leave. The compensation will be part of said employee's last year's salary, upon the condition that such manner of payment of unused accumulated sick leave shall be approved by the highest court having jurisdiction thereover during the term of this Agreement. If such procedure is approved, the compensation will be a part of employee's last year's salary and implemented retroactively to the beginning of the term of this Agreement and the remaining period of the term of this Agreement. In addition, all regular part-time employees will receive fifteen dollars (\$15.00) for each unused sick leave day to a maximum of one hundred fifty days (150).

2. **MATERNITY LEAVE:**

- a. A leave of absence shall be granted when the pregnant employee and her personal physician feel the leave to be appropriate. Notification of commencement of leave shall be given at least two (2) weeks before the effective date of absence.
- b. At termination of pregnancy and when the employee and her personal physician feel she is capable of returning, she will notify District thirty (30) calendar days in advance.
- c. The employee who is on leave will be permitted to use her unused sick leave prior to, or as part of, her leave. Upon return to work, the employee will be assigned to her former position without loss of rank or compensation. The length of the leave is at the discretion of the District.

3. **TAX SHELTERED ANNUITY:**

This plan is available to all employees of the school system by means of payroll deduction. Payroll deduction plans must be initiated between September 1 and October 15, and January 1 and January 30.

4. HOSPITALIZATION AND MEDICAL PROGRAM FOR THE TERM OF THIS AGREEMENT:

a. District shall purchase coverage in Blue Cross/Blue Shield plans (or equivalent hospitalization and medical plans) for full-time employees. If an employee selects coverage for spouse, children, dependent children up to age 26, District shall

purchase said coverage. This coverage shall include Blue Cross Major Medical and Diagnostic Out-Patient coverage (or equivalent plans) to include 365 Comprehensive and Emergency Medical, with major medical co-insurance 80/20 on the first \$2,000 annually. New full-time employees must initiate such coverage within ninety (90) days of employment. Present full-time employees, under this contract, may select dependent coverage during the dates of reopening set by the Blue Cross organization. In any event, a full-time employee must initiate coverage and/or changes of coverage through the Business Office before any protection will become effective. The Major Medical maximum will be \$1,000,000 with the Mental/Nervous inpatient coverage at 30 days with no employee monetary liabilities and the Mental/Nervous outpatient coverage at 50% with no dollar cap and unlimited visits.

b. **PLAN SPECIFICS**:

Traditional Plan, Annual Deductible, Individual	\$150
Traditional Plan, Annual Deductible, Family	\$300
HMO Deductible	\$ 0
Physician Office Visit PCP	\$ 10
Physician Office Visit, Specialist	\$ 15
Outpatient Surgery Co-pay	\$ 50
Emergency Room Co-pay	\$ 25
Diagnostic Co-pay	\$ 30
Home Health Co-pay	\$ 10

Skilled Nursing Facility

100% Coverage, 60 Days per Calendar Year

80% Coverage up to \$5000 per Calendar Year

Prescription Days Retail 30 Days

\$5 Generic, \$20 Brand

Prescription Drugs Retail 30 Days \$5 Generic, \$20 Brand
Prescription Drugs Mail Order 90 Days
Annual Out-of-Pocket Maximum/ \$750 Individual, \$1500 Family
Individual Prescription Drugs then 100% coverage

District will make the above Blue Cross/Blue Shield Medical and Dental Group Rate available to all part-time employees at employees' expense. Those part-time employees who initiate such coverage must do so in accordance with the requirements established by the Business Office.

The existing Traditional and HMO plans will remain the same for the duration of the contract. Member will contribute the following per pay for said coverage:

CONTRIBUTION PER PAY	
Single	\$20
Single and Child	\$25
Husband and Wife	\$30
Family	\$35

Any employee hired after June 30, 2021 will be placed on the Core HMO Plan. This will be the only plan available to those hires.

c. <u>BLUE SHIELD (Dental Care Program)</u>:

District shall purchase for full-time employees and their families the following Blue Shield dental coverage: Basic and Supplemental Basic A (or equivalent coverage), for the term of this Agreement, unless Article V, Paragraph b., is effectuated by District.

5. **LIFE INSURANCE:**

A Group Term Life Insurance Accidental Death and Dismemberment Policy shall be provided by District for all full-time and part-time employees who are insurable under ordinary and usual group term life insurance plans during the term of this Agreement, as per the following schedule:

	Full-Time	Part-Time
For the life of this agreement	\$50,000	\$35,000

6. RETIREMENT INCENTIVE:

- A. Members of the bargaining unit who are at least fifty-five (55) years of age, and who are eligible for early or normal retirement under the Public School Employees Retirement System (PSERS), and who have completed ten (10) years of employment in the Dallas School District shall be eligible for the following incentive.
- B. The employer shall provide to the employee, at District expense, an HMO for the individual employee only. The employee may elect to continue coverage through Blue Cross / Blue Shield or HMO of Northeastern Pennsylvania or the Geisinger HMO (or equivalent hospitalization and Medicare plans). Should the employee choose to continue their current coverage through Blue Cross / Blue Shield or elect a more expensive plan, then the employee will be responsible for the premium differential between medical insurance plan selected/offered by the employer, from those listed, and the one chosen. The employee has the right to purchase similar health insurance coverage for their dependents at his or her expense. The employee shall continue to receive said coverage until he/she becomes eligible for Medicare providing the insurance carrier permits retired employees to be covered by the elected carrier's coverage.

As of September 1, 2001, bargaining unit members who retire and qualify for PSERS reimbursement shall pay the first fifty-five dollars (\$55) per month (\$660 per year) of the premium for such insurance coverage. If the reimbursement is increased, the new reimbursement rate will apply.

- C. In the event the retired employee is covered by a comparable insurance program at no cost to the employee's spouse by another employer shall relieve the District from providing the employee said coverage as long as that coverage is available.
- D. Any employee wishing to take advantage of the Retirement Incentive must notify the Superintendent, in writing, of their intention by April 1st of the contract year preceding the effective date of their retirement.

7. **ACTIVITY PASSES**:

Activity passes shall be issued to all full-time and regular part-time employees. The passes are not transferable.

8. **JURY DUTY:**

A full-time employee who is selected for jury duty shall be compensated at his/her daily rate, less the amount received for jury duty.

A part-time employee who is selected for jury duty shall be compensated at his/her daily rate, less the amount received for jury duty during the school year only.

9. **SICK LEAVE:**

- a. All full-time employees will receive ten (10) sick leave days per year. All unused sick leave will be accumulative.
- b. All part-time employees will receive:

 1st year
 - 2 days

 2nd year
 - 3 days

 3rd year
 - 4 days

 4th year
 - 5 days

Sick days will accumulate each year. If a part-time employee changes their status to full-time employment, their accumulated sick leave will be eligible for reimbursement of unused sick days.

- c. Sick leave for new employees shall be pro-rated based on the date of hire. Thereafter, on July 1 following the date of hire, the employee shall receive the full complement of sick days for any subsequent years.
- d. In the event of the death of an employee, all unused sick leave payments shall be made to the employee's estate/beneficiary.

10. **SENIORITY:**

a. Seniority rights of all full-time and regular part-time employees covered by this Agreement are recognized by the employer for purpose of layoffs, scheduling of vacations and rehiring. Seniority shall be defined as the employee's length of continuous service with District from the most recent date of employment.

- b. In the case of filling vacancies or job assignments, District agrees that members of the Bargaining Unit shall be given first priority when filling all vacancies hereafter, including vacancies in supervisory positions. Whenever a vacancy arises or is anticipated, the Superintendent or his designee shall post notice of the same within fifteen (15) days of the occurrence of the vacancy or job assignment and for a period of not less than ten (10) days before the position is filled. The position shall be filled on the basis of experience, competency, and seniority. Any vacant position or new job assignment shall be posted together with the job description, job qualifications and a proposed salary, and it shall be filled within forty-five (45) days of the original posting date. Nothing set forth in this paragraph shall be construed to prohibit District from choosing not to fill a vacancy upon the occurrence of a vacancy for reasons of economy or in the exercise of District's inherent managerial prerogative.
- c. Employees who are laid off because of a reduction in force or who are absent because of disability other than disability covered by Workmen's Compensation, shall retain their seniority rights for a period of two (2) years. Employees who are disabled because of disability covered by Workmen's Compensation shall retain their seniority until termination of this disability.
- d. The district shall post a seniority list of members of the Bargaining Unit during the first week of each school year.

11. TEMPORARY LEAVES OF ABSENCE:

All full-time and regular part-time employees shall be entitled to the following non-cumulative leaves of absence with full pay:

- a. Whenever a bargaining unit member is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, son-in-law, daughter-in-law, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.
- b. Whenever a full-time or regular part-time employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- c. All compensation required to be paid under the provisions of this act shall be paid to the employee in the same manner and at the same time said employee would have received his salary if actually engaged in the performance of his duties.

12. UNPAID LEAVES OF ABSENCE:

- a. District recognizes that conditions may arise when full-time and regular part-time employees may need an unpaid leave of absence. District agrees to consider any application for same and shall treat all such applications in a fair, impartial and just manner.
- b. Upon return from leave, all benefits to which an employee was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave shall be restored to him/her as fully as if he/she had never taken said leave, and shall be assigned to the same position which he/she held at the time said leave commenced.
- c. The amount of time for said leave will be at the discretion of the Board.

13. PAID HOLIDAYS AND VACATIONS:

All full-time and regular part-time employees will receive paid holidays based upon their normal daily salaries/wages as follows:

a.	Secretarial/ Clerical	Custodial/ Maintenance	House- <u>keepers</u>
New Year's Eve	X	X	<u>-</u>
New Year's Day	X	X	Χ
President's Day	X	X	
Martin Luther King Day	Χ	X	Χ
Holy Thursday	X	X	
Good Friday	X	X	Χ
Easter Monday	X	X	Χ
Memorial Day	X	X	X
Independence Day	X	Χ	
Labor Day	Χ	X	
Thanksgiving Day	Χ	Χ	Χ
Day After			
Thanksgiving	Χ	X	X
Day Before			
Christmas	X	X	Χ
Christmas Day	Χ	X	Χ
Monday after Thanksgiving	X	X	X

Housekeepers shall receive the following additional holidays beginning in the 2017-2018 School year: the day after Thanksgiving and the Monday after Thanksgiving.

b. It is understood and agreed that if any of the aforementioned holidays fall on a Saturday, employees shall be granted the preceding work day as the

holiday, and, if any of the aforementioned holidays fall on Sunday, the employee shall be granted the succeeding work day as the holiday.

- c. In the event an employee is required to work on a scheduled holiday, he/she will receive time and one-half (1-1/2) plus the holiday pay. In order to qualify for holiday pay, the employee must work on the scheduled work day prior to the scheduled holiday and on the first scheduled work day following the scheduled holiday; provided, however, if an employee cannot work on the scheduled work day prior to the scheduled holiday, or on the first schedule work day following the scheduled holiday, by reason of a temporary leave of absence, or a sick leave, or a vacation day, the holiday pay as herein provided shall be paid to the employee if required to work on a scheduled holiday. This sub-paragraph c. applies only to those situations when an employee is required to work on a scheduled holiday.
- d. Snow days or emergency days or additional holidays can be granted at the discretion of the Superintendent of Schools.

e. VACATIONS:

All full time twelve (12) month employees and twelve (12) month part-time will receive paid vacations as follows:

Support Staff Vacation		
	Full Time	12-Month Part Time
Year 0-1 Hired Between 4/1		
and 6/30	0	0
Year 0-1 Hired Between 1/1		
and 3/31	2	1
Year 0-1 Hired Between 10/1		
and 12/31	3	2
Year 0-1 Hired Between 7/1		
and 9/30	4	3
Year 1	5	5
Year 2	10	7
Year 3	10	7
Year 4	10	7
Year 5	10	7
Year 6	11	7.5
Year 7	12	8
Year 8	13	8.5
Year 9	14	9
Year 10	15	9.5
Year 11	16	10
Year 12	17	10.5
Year 13	18	11
Year 14	19	11.5
Year 15	20	12

For the purpose of determining eligibility for vacation, a year of service shall be a complete school year from July 1 through June 30. In considering vacations. All vacation requests shall go to the appropriate supervisor. Seniority shall be given preference or priority and employees shall be permitted vacations as requested, which vacations need not be taken in consecutive weeks, provided, however, that vacation periods do not interfere with the orderly and efficient maintenance and operation of the District.

14. **PAYROLL DUES DEDUCTION:**

- a. District shall make payroll deductions for all full-time and regular part-time educational support personnel organization dues and transmit monies to the treasurer and/or officer designated by the Dallas Educational Support Personnel Association. The Association will be responsible for remittal to appropriate support personnel associations. Deductions will be made in as nearly equal installments as is practical. Dallas Educational Support Personnel Association will be responsible for preparing and distributing to interested personnel and returning to District's Business Office no later than September 15, "Payroll Deduction Authorization Cards" signed by educational support personnel employees for deductions to be made during each contract year.
- b. District shall make credit union deductions for full time employees in accordance with the deduction agreement between an employee and the credit union currently designated to conduct official credit union business for Employer's employees, and for part-time employees so long as it is not greater than one (1) day's pay less all standard and usual payroll deductions for the payroll period.
- c. Dallas Educational Support Personnel Association shall indemnify, save harmless, and defend District from any claim or claims of whatever nature by any party with respect to implementation of the terms of this provision of said contract.

15. **RELEASE TIME:**

- a. Whenever any representative of the Association or any service personnel employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay, and shall be provided with released time from his/her regular duties.
- b. The President of the Association, or his/ her designee, shall be granted four (4) days per year release time with pay in order to attend Association-sponsored programs. The Association agrees to reimburse the Board the salary of the substitute used to cover during the release time period.
- c. In the event an employee is elected to a PSEA office at the state level, or if an employee is offered the opportunity to serve in a PSEA staff position, such employee shall be granted an extended leave of absence without pay in order to fulfill such capabilities. The employee shall suffer no break in seniority and shall be returned to the same or higher position held prior to said leave.
- 16. Reasonable use of facilities and equipment of District may be granted to Bargaining Unit for conduct of its business upon written request at least one week in advance of the proposed meeting or activity with approval of Administration.

17. REQUIRED MEETINGS AND HEARINGS:

Whenever an employee is required to appear before the Superintendent Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Bargaining Unit or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be without pay.

18. **EMERGENCY DAY:**

All employees shall be entitled to three (3) paid emergency leave days per year to attend to emergency business. Such examples of emergencies are family member illness, doctor's appointment which cannot be scheduled after the work day, the birth of a child, or any like matter which is of a truly emergency nature. The employee shall use his/her best efforts to notify District of such emergency so that an employee can be obtained in his/her stead. The paid emergency leave day shall not be cumulative.

19. **PROBATIONARY PERIOD:**

Any new employee hired by District under the provisions of this Agreement shall serve a probationary period of three (3) months and must receive a satisfactory rating from the [appropriate supervisor before he/she can be covered under the provisions of this Agreement with respect to job security. An unsatisfactory rating during the probationary period shall constitute absolute cause for dismissal of the employee. The final decision for dismissal or the continued employment of the employee shall be made by the Board of Education of District.

20. **PERSONAL DAY**:

Each employee shall get two (2) personal days, to be limited to one staff member for each building per day, granted based on date and time of application to immediate supervisor. All unused personal days at the end of each year can be accumulated from year to year to a maximum of two (2) personal days that, if allowed to accumulate, would total more than two (2) shall be credited to the employee's sick leave. Beginning the 2017-2018 school year, each employee shall receive (2) personal days subject to the terms of this section.

21. SICK LEAVE BANK:

- **A.** The Association and the Board shall establish a sick leave bank to which employees may contribute days of personal sick leave and shall establish guidelines for its operation.
- **B.** Such sick leave bank shall be administered by a review committee which consists of two members appointed by the Association and one member appointed by the Board.
- **C.** Request for withdrawal shall be made to the Committee which may grant or refuse the same based upon the established guidelines.
- **D.** Nothing herein contained shall be construed to modify the discretionary powers of the Board to grant additional sick leave.
- **E.** The Association shall indemnify the Board as to how the sick leave bank is administered and how the sick leave is distributed.

22. **JOB POSTINGS:**

Nine (9) month employees shall be given written notification (by email) of any job posting during the summer months.

23. TUITION REIMBURSEMENT:

All employees shall receive tuition or fee reimbursement at the Luzerne County Community College rate, with a maximum of six (6) credits per year. All such courses must have prior approval by the Superintendent to qualify. Courses must be related to the area of assignment whereby the District will be benefit. Reimbursement for courses will be issued to the employee after the employee has submitted to the Superintendent's office official transcripts for the pre-approved course and official letters of successful completion for the pre-approved course. (i.e. If a letter grade is given, an "A" will be reimbursed at 100%, a "B" will be reimbursed at 80%, and a "C" will be reimbursed at 70%; if the course is a pass or failure, a passing grade must be attained).

24. MAINTENANCE OF MEMBERSHIP:

If the Dallas Education Association and the Dallas School District agree to include Maintenance of Membership in the Bargaining Agreement between the Dallas Education Association and the Dallas School District, Maintenance of Membership shall be included in the contract between the Educational Support Personnel Association and the Dallas School District.

APPENDIX "E"

GRIEVANCE PROCEDURE

It is in the interest of the general public, in the interest of the operation of the Dallas School District, and in the interest of the school children that both the employer and employees serve, that a grievance be reconciled and disposed of as expeditiously as is possible.

A claim by a full-time or regular part-time employee or the Association that there has been a violation, misinterpretation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Prior Step I

In the event that a full-time or regular part-time employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor either personally or accompanied by his Association representative.

In the event that resolution of the claim cannot be achieved through this discussion with the immediate supervisor, the parties to this Agreement agree to seek an orderly and expeditious resolution of a grievance through the four (4) step process described in the following paragraphs.

Step I

The person or persons initiating the alleged grievance shall present the grievance, in writing on the form provided by the employer and made available from the Association representative in each building. The completed form shall be signed by the grievant and representative of the Association and delivered to the immediate supervisor within ten (10) days after the occurrence of the alleged grievance. A copy of the completed form will be retained by the grievant. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

Within three (3) school days of receipt of the grievance, the immediate supervisor or his designee shall meet with the affected parties and a representative of the Association in an effort to resolve the grievance. The immediate supervisor or his designee shall indicate his disposition of the grievance in writing, on the grievance form, within three (3) school days of such meeting, and shall maintain a copy and return the completed form with his or her signature.

Step II

If the affected party or the Association is not satisfied with the action and disposition resulting from Step I, or if no disposition has been made within three (3) work days of such meeting (or ten [10] work days from the date of filing, whichever shall be later) the completed grievance form shall be referred to the Superintendent within seven (7) work days after the immediate supervisor's response. Within five (5) workdays, the Superintendent, or his designee, shall meet with the affected party, and a representative of the Association, in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing, on the grievance form, within three (3) workdays of such meeting, and shall maintain a copy and forward the completed, signed grievance form to the Association.

Step III

If the affected party or the Association is not satisfied with the action and disposition by the Superintendent or his designee, or if no disposition has been made within three (3) work days of such meeting (or six [6] work days from the date of filing of the grievance at Step II, whichever shall be later), the grievance shall be referred to the Board by filing the written copy of the grievance form with the secretary or other designee of the Board within fifteen (15) work days after the Superintendent's or designee's response. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in committee meeting, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of the completed grievance form and disposition shall be furnished to the Association, with copies maintained by the Board.

Step IV

If the association is not satisfied with the disposition of the grievance by the Board, of if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association must notify the Board, in writing, within fifteen (15) days after the Board's response if they plan to submit the grievance to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected according to the provisions of Section 903, Sub-Section 1, of the Public Employee Relations Act, Act 195.

If the grievance fails to meet the criteria of Section 903 of this Act, the decision of the Board of Education in Step IV shall be final.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result to hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

If any individual employee, during the unassigned time, has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

The Association and the employer recommend this informal procedure be used wherever practicable and mutually agreed that it is not intended to circumvent the grievance procedure outlined above.

DALLAS SCHOOL DISTRICT DALLAS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

SICK LEAVE BANK RULES AND REGULATIONS

Introduced through contract dated July 1, 2001 Ratified February ____, 2002

A. The sick leave bank shall be established in accordance with the contract under which employees may contribute days of personal sick leave. Such sick leave bank shall be administered by the Sick Leave Bank Committee, which shall establish and furnish to the employer a copy of the rules and regulations governing the same. The Sick Leave Bank Committee shall certify to the employer the contributors thereto and the employer agrees to honor withdrawals therefrom upon proper certification by the Sick Leave Bank Committee. The rules by which the sick leave bank shall be conducted are as follows:

1. Membership

- a. The sick leave bank is voluntary for all full-time and part-time unit employees as recognized in the collective bargaining agreement between the Dallas School District Educational Support Personnel Association and the Dallas School District and only paid union members that wish to donate may benefit from the program.
- b. To become a participating member of the sick leave bank, bargaining unit members must donate two (2) sick days within thirty (30) days of their employment or thirty days from this original notification.
- c. At any time when the number of available days in the sick leave bank falls to a level equal to one-half of the participants, each participating member must contribute one (1) day to the sick leave bank within thirty (30) days after receiving notification of the same from the bargaining unit.
- d. Bargaining unit members deciding to participate in the program beyond thirty (30) days after initial employment must donate all sick days they would have been liable for from their initial date of employment or the establishment of the sick leave bank.
- e. Bargaining unit members who join the sick leave bank after more than (30) days beyond the time of initial employment, or the establishment of the sick leave bank will become eligible for benefits from the bank one year from the date they become members of the sick leave bank.

SICK BANK USE ONLY:				
LAST NAME	FIRST NAME	M.I.	DATE OF HIRE	DATE JOINED SICK BANK

Dallas School District Sick Leave Bank Educational Support Personnel

CONTRIBUTION FORM

NAME: DATE: (Please print)			
For good and valuable consideration I agree to contribute two (2) days to the sick leave bank created under the collective bargaining agreement dated July 1, 2001.			
I agree that my gift is irrevocable and cannot be withdrawn.			
I understand I will be entitled to all the rights that accrue to a contributing member of the sick leave bank.			
Member's Signature			
WHITE - SICK BANK PINK - PAYROLL DEPT. YELLOW - BUSINESS OFFICE GREEN - EMPLOYEE			

Dallas School District Sick Leave Bank Educational Support Personnel Member's Request for Consideration

Member's Name: (Please print) Last Name (Maiden Na	ame, if applicable)	First Name	MI	
Address:				
				
Home phone #:	_ Work phone	#:		
Assigned School:	Social Security #:			
Employment Data: Start date of employed at Dallas:	_ Date enrolled	in sick leave bank:		
Number of accumulated day's sick leave at the s As of this date, I will have exhausted all of my ac	tart of this contract cumulated sick lea	year: ve:		
Request: I hereby requestdays (maximum 10) f I authorize the Sick Leave Bank Committee to verify t I am attaching to this form a statement indicating the Sick Leave Bank. I understand that any Sick Leave Bank days requeste Leave Bank.	he above data regard circumstances for wl	ding my sick leave. nich I need access to	•	
Signature	Date			
The Sick Leave Bank Committee will review all request member will be notified of the disposition of the request. A committee, and another to the President of the Dallas returned to the member with the committee decision.	lembers are requested	to submit one copy of t	his form to the	
To be completed by the SICK LEAVE BANK	COMMITTEE:			
DATE REQUEST WAS RECEIVED:	BY V	VHOM:		
DATE REQUEST WAS REVIEWED BY THE	E COMMITTEE:_		 	
APPROVED: DENIED:	COMMENTS:			
NUMBER OF DAYS ALLOCATED TO MEM	BER:			
Date of closure:	· · · · · · · · · · · · · · · · · · ·			
NUMBER OF DAYS USED TO DATE:				
DAYS RETURNED TO SICK LEAVE BANK				

Dallas School District Sick Leave Bank Educational Support Personnel Member's Request for Extension of Leave

Member's Name: (Please print)	Last Name	(Maiden Name, if	applicable)	First Name	MI
Address:					
Home phone #:		\	Work phone	: #:	
Assigned School:		Social Security #:			
Date of original requ	ıest:		· · · · · · · · · · · · · · · · · · ·		
Number of additiona	ıl days reque	ested:			
I am attaching to this days from the Sick Le		ement indicating the	e circumstar	nces for which I	need additional
Signature			Date _		
The Sick Leave Bank C member will be notified of committee, and another returned to the member v	of the disposition of the the President	of the request. Member t of the Dallas Educati	rs are requested	to submit one copy	of this form to the
To be completed by	the SICK LE	EAVE BANK COM	MMITTEE:		
DATE REQUEST W	/AS RECEIV	/ED:	BY \	WHOM:	
DATE REQUEST W	/AS REVIEW	VED BY THE CO	MMITTEE:_		
APPROVED:	DENIED:	:COMN	MENTS:		
NUMBER OF DAYS	S ALLOCATE	ED TO MEMBER:	·		
Date of closure:					
NUMBER OF DAYS	S USED TO I	DATE:			
DAYS RETURNED	TO SICK LE	EAVE BANK:			