

COLLECTIVE BARGAINING AGREEMENT

THE BELLEFONTE AREA SCHOOL DISTRICT



THE BELLEFONTE EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA

2023-2027

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PREAMBLE

This Agreement entered into as of the 23rd day of July, 2023, by and between the Bellefonte Area School District, hereinafter called the "District" or "Board", and the Bellefonte Education Support Professionals Association, PSEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the parties have engaged in negotiations over a successor to the now expired Collective Bargaining Agreement;

WHEREAS, the parties have reached certain agreements and understandings;

WHEREAS, the parties wish to memorialize their agreements and understandings in writing, and otherwise confirm them in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. CERTIFICATION. The Board hereby recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board, PERA-R-2372-C, PERA-U85-666-W, and PERA-U-87-249-E, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. UNIT. In a subdivision of the employer unit comprised of all full-time and regular part-time nonprofessional employees, including but not limited to attendance clerks, classroom/library aides, maintenance, custodians, painter, lead custodian/high school, lead custodian/middle school, lead custodian/elementary school, secretaries, accounting clerks, food service, cafeteria aides, excluding supervisors, first-level supervisors, and confidential employees as defined in the Act.

C. EXCLUSIVITY. In recognition of the Association as the exclusive bargaining agent for members of the bargaining unit with respect to wages, hours, and other terms and conditions of employment, as set forth in this

collective bargaining agreement, the employer agrees not to bargain with or enter into said agreements with individual members of the bargaining unit on matters covered by this agreement.

ARTICLE II NEGOTIATIONS

- A. DEADLINE DATE. The parties agree to enter into collective bargaining over a successor agreement no later than January 9, 2027.
- B. CONTINUITY OF CONTRACT. All of the terms and conditions of this contract shall remain in effect during the term of this contract and continue thereafter until a successor contract is agreed upon by and between the parties hereto, with the exception of Paragraph A, Miscellaneous Provisions (no lockout, no strike provision), which shall expire on June 30, 2027.
- C. MODIFICATION. 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.
- D. DEFINITION OF DAYS. The term days when used shall mean days the District Office is open for business.
- E. COPIES. A copy of the Agreement will be available on the District website.

ARTICLE III GRIEVANCE PROCEDURE

- A. DEFINITIONS.
1. Grievance: A grievance is an allegation by an employee, a group of employees, or by the Association that there has been a violation, misinterpretation, or misapplication of a term or terms of this agreement.
 2. Grievant: A grievant is a member (or members) having a grievance.
 3. Limitations: A grievance must be submitted within seven (7) days from the incident.

B. RIGHTS OF REPRESENTATION & GENERAL PROCEDURES.

1. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite this process.
2. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered. The failure of an administrator at any level to communicate his/her decision in writing within the specified time limits set forth herein shall move their grievance to the next step up through Level IV of the grievance procedure.
3. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with appropriate members of the administration, and having the grievance adjusted without the intervention of any employee organization, provided that the adjustment is not inconsistent with the terms of this contract. Should the Association determine that the resolution is inconsistent with the terms of the Agreement; the Association shall have the right to negate the resolution and enter into a new resolution consistent with the terms of this Agreement.
4. At all levels beyond level one of a grievance after it has been formally presented, representatives of the Association and/or their designees may attend any meetings, hearings, appeals or other proceedings required to process the grievance.
5. All grievances shall be initiated on a form devised by the District.

C. INITIATION AND PROCESSING OF GRIEVANCES.

The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a five (5) step process which is described in the following paragraphs and the table attached hereto.

Step I – Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the district, to the first level supervisor (Superintendent will designate another administrator for Step II if

Director of Human Resources is involved in Step I) within seven (7) days after its occurrence. The first level supervisor shall reply to the grievance within *seven (7)* days after initial presentation of the grievance. The Association will notify the Superintendent's Office when a grievance is being filed.

Step II – If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Director of Human Resources within *seven (7)* days.

Step III – If the action in Step II above fails to resolve the grievance within *seven (7)* days to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent.

Step IV – If the action in Step III above fails to resolve the grievance, within *seven (7)* days to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education at the next official School Board Meeting.

Step V – If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195 by the moving party within thirty (30) business days at Step IV below. Only the Association may request that the grievance be submitted to arbitration. If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of Education in Step IV shall be final.

The final decision shall be rendered by the arbitrator on the issues subject to arbitration as defined in Section 903 of Act 195.

The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and a collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

TABLE - RESOLUTION OF GRIEVANCES

Steps	Administration or Board Representation	Grievant or Employee Organization Representation	Time Limits
I	First Level Supervisor	Grievant, with or without representative of employee organization	7 days
II	Director of Human Resources	Grievant and a representative of employee organization	7 days
III	Superintendent (with principal or others as desired)	Grievant and a representative of employee organization	7 days
IV	Final decision by the Board of Education except when the parties to such an agreement are required by section 903 of Act 195 to go to binding arbitration for resolution of such a grievance.		At next official school board meeting
V	Final decision by arbitrator on those issues subject to arbitration as defined in Section 903 of Act 195. Both parties bound to decision except where enabling legislative action is required, in which it is binding only if such legislation is enacted as provided in Section 905 of Act 195.		

D. MISCELLANEOUS.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

E. MEETINGS AND HEARINGS.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this article.

F. COST OF ARBITRATION.

If a grievance reaches arbitration, the cost of arbitration shall be borne equally by the Board and the Association.

G. GROUP GRIEVANCE.

If in the judgment of the Association a grievance affects a group or class of employees, the group may submit such grievance in writing to the Superintendent directly, and the processing shall be commenced at that Level.

ARTICLE IV
RIGHTS OF EMPLOYEES

- A. JUST CAUSE PROVISION. No employee shall be discharged or reduced in rank or compensation 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 such action will be made available to the employee and the Association.
- B. SUSPENSION PAY. Any accrued or deferred earnings shall be paid on the following pay period providing such determination is prior to five (5) days of the end of the pay period, otherwise it will be paid at the next pay period, to any employee who is suspended and found not guilty of the charges; if the charges are dropped or dismissed and/or if the charges are found in favor of said employee.
- C. REQUIRED MEETINGS OR HEARINGS. Whenever any 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 the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or Association legal counsel present to advise and represent the employee during such meeting or interview. Any accrued or deferred earnings will be paid to any employee who is suspended pending charges in the event that the charges are dismissed and/or found in favor of the employee.
- D. UNSAFE AND HAZARDOUS CONDITIONS. Employees shall not be required to work under unsafe or hazardous conditions as determined by the Pennsylvania Department of Labor and Industry.
- E. PERSONNEL FILE. Any time an employee has something added to his/her official personnel file, he/she shall be given a copy. The employee shall have 30 business days to submit a written answer to any material.

An employee shall have the right to review his/her official personnel file in accordance with the Right-To-Know Law and any existing statutes as well as judicial law.

- F. JOB DESCRIPTION. At the commencement of employment, each

employee shall be provided with a copy of the job title, job grade and job description, duties, and names of immediate supervisor. Each employee is subsequently entitled to a review of the job description and performance evaluation by making a request to the immediate supervisor.

- G. ASSOCIATION LEAVE. A total of five (5) days to be used as designated by Association president(s) or their designee. The employee will not suffer any loss in wages or benefits and the Association will reimburse the District for the cost of the substitute if one is needed.
- H. EQUIPMENT. No employee shall be required to use personal tools or equipment to perform his/her job. The School District shall provide appropriate supplies, equipment, and space for job performance.
- I. STATUTORY SAVINGS CLAUSE. Nothing contained herein shall be construed to deny or restrict to any employee and employer such rights as may be granted such rights as the employee may have under the Public School Code, Act 195, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- J. EVALUATION OF OTHER BARGAINING UNIT MEMBERS. Bargaining unit members shall not be required to write-up, discipline, or otherwise perform any formal, written evaluations of other bargaining unit members. However, if bargaining unit members, in particular lead cooks, and lead custodians are asked by administrative personnel to provide input and/or feedback about the performance of other bargaining unit members, they shall do so.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. INFORMATION. Section 408 of the Pennsylvania School Code and the provisions of 65 P.S. 66.1.
- B. RELEASE TIME FOR MEETINGS. Whenever any grievant or grievants of the bargaining unit participate(s) during working hours in the grievance procedure or Labor Board hearings which they are required to attend, no loss of pay shall be incurred; provided that once they have completed their testimony they would return to work.

C. USE OF FACILITIES.

1. The Association shall be permitted the use of school buildings without charge for four (4) meetings per year, Monday through Saturday, after scheduling with the proper building principals. Any employee who is on duty and attends the meeting will compensate by adding the meeting time at the end of his/her tour.

2. Bulletin Boards. The District shall furnish one bulletin board in each building solely for posting official Association notices. Such notices shall be submitted to the building principal and to the superintendent prior to posting. If any notices are detrimental or derogatory to the District, permission will not be granted.

3. Mail Facilities. The Association shall have the right to use the inter-school mail facilities and electronic mail as per District Policy.

D. ASSOCIATION IDENTIFICATION. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such identification shall be no larger than 1 ½" x 2 ½" or 1 - 2" diameter or base of triangle no more than 1 ½" on each side.

E. DUES DEDUCTIONS.

1. Deductions. The Board agrees to deduct dues from the salaries of members for the local Association and the Pennsylvania State Education Association as said members authorize the Board to deduct. The employee shall have equal pay period deductions. The monies deducted shall be transmitted promptly to the appropriate agent of Bellefonte Education Support Professionals Association, PSEA/NEA.

2. Notice to Employees. No later than September 30 of each year, Bellefonte Education Support Professionals Association, PSEA/NEA will provide the business office with a list of those member employees who authorize the Board to deduct dues and/or fair share of the Association in Paragraph 1 of the same subsection. This in no way prevents new employees from joining or having dues deduction after September 30 of each year.

F. MAINTENANCE OF MEMBERSHIP. The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III,

Subsection 18 of the Public Employee Relations Act, Act 195, and that the Association agrees to notify each member of the Association of the 15-day period during which a member can resign from membership of the Association.

G. FAIRSHARE. The parties recognize the language in Section G is not legally enforceable. The parties are therefore not seeking enforcement of this language. If the Janus decision is overturned at a later date, the parties agree to resume enforcement of Section G.

1. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
2. The School District and the Association agree to comply with all provisions of said Act.

ARTICLE VI PROBATIONARY STATUS - SENIORITY

A. PROBATIONARY EMPLOYEE. An employee newly hired shall serve a probationary period of six (6) months unless otherwise extended. The Director of Human Resources will notify the Association President if the probationary period is extended. If the probationary period is extended the employee will be given an improvement plan. Newly hired employees will be provided training by their supervisor or mentor in order to successfully perform their job duties. Training sessions will be documented by the supervisor. During the probationary period, a probationary employee may be terminated without cause. Two written evaluations will be completed during the first six months by the employee's supervisor. If the first written evaluation is less than satisfactory, the Director of Human Resources will contact an Association Officer. A newly hired employee may not apply for any vacant positions during the probationary period, unless the new employee has completed sixty (60) calendar days of probation and received a satisfactory evaluation.

B. SENIORITY.

1. Definitions

(a) District Seniority: School District seniority shall be defined as the length of an employee's continuous full-time or part-time service with the school

district. Non-continuous day-to-day substitute time shall not be credited toward seniority. Beginning July 1, 2023, continuous day-to-day substitute time of ninety (90) or more consecutive days in the same position and time served as a long-term substitute will count toward seniority when this time immediately precedes full- or part-time employment. This provision will not be applied retroactively. Employees hired prior to 9/15/2000 seniority date will remain the same. For those employees hired after that date seniority will be date and order of Board resolution.

(b) Departmental Seniority: Departmental seniority shall be defined as the length of an employee's continuous full-time or part-time service within a department in the School District. For purposes of this article, departments are defined as para-educators, maintenance, secretarial/clerical, van drivers, cafeteria, MIS and custodial.

(c) Qualified/Qualifications: As used herein, "QUALIFICATION" or "QUALIFIED" means having sufficient skill, ability, and physical fitness to move onto a job and immediately perform at least well enough to meet minimum requirements as set forth in the job descriptions.

2. Termination of Seniority.

Seniority shall be terminated by:

- (a) Quitting or resigning
- (b) Discharge
- (c) Layoff for twenty-four (24) months
- (d) Failure to report within five (5) working days after recall from layoff
- (e) Retiring

3. Breaking Ties – In case of seniority ties, seniority shall be established by placement on the Board of School Directors agenda when hired.

4. Seniority List On or before October 1st of each year, seniority lists shall be posted in each building; showing full- and part-time seniority, and classification seniority.

C. BENEFIT STATEMENTS. Benefit statements provided by the district must be acknowledged by signature and submitted to Human Resources within thirty (30) days of distribution. Failure to comply with this deadline will result in the information being considered correct and no changes will be made.

ARTICLE VII
LAYOFF AND RECALL

A. LAYOFF. Layoff shall be by department seniority with the least senior person being laid off first. A fifteen-day (15) notice of layoff shall be sent to any/all-affected employees. For purposes of layoff and recall, classifications within each department (sorted from highest qualification to lowest) shall be as follows:

- (1) Para-Educators
 - (1a) Para Educator -Special Education Classroom
 - (1b) Para Educator -Intervention
 - (1c) Para Educator - Regular Education Classroom
- (2) Secretary
 - (2a) Secretary/Sp. Ed./MS/HS
 - (2b) Secretary/Elementary I
 - (2c) Secretary/Elementary II
- (3) Maintenance
 - (3a) Head of Maintenance
 - (3b) Maintenance I and Mechanic
 - (3c) Maintenance II
- (4) Clerical
 - (4a) Accounting Clerk
 - (4b) Guidance Clerk I
 - (4c) Student Office Secretary
 - (4d) Athletic Director/Physical Plant Secretary
 - (4e) Attendance Clerk
 - (4f) Library Clerk
 - (4g) Utility Assistant
- (5) Van Driver
- (6) Cafeteria
 - (6a) Lead Cook
 - (6b) Cashier/Cafeteria
 - (6c) Cafeteria aide
- (7) Technology Support Technicians

(8) Custodial

- (8a) Lead Custodian
- (8b) Groundskeeper/Custodian
- (8c) Custodian (1st, 2nd, 3rd)
- (8d) Weekend Custodian

(9) Health Room Assistant

B. BUMPING. Upon notification of an impending layoff, employees so affected shall exercise the following rights within five (5) days:

- (1) Full-time. In the event a reduction in the full-time work force becomes necessary, full-time employees shall be laid off from the department or departments affected on the basis of department seniority. Any full-time employee who is displaced as a result of this section may take layoff or exercise his/her full-time seniority rights by bumping a less senior full-time employee in the same or a lower classification in the same or in another building. Further, any full-time employee who is displaced as a result of this section who was previously classified in another department shall have the right to displace a less senior employee in such other classification if he/she is qualified for the job. Any full-time employee displaced by this section who chooses not to take layoff may then bump less senior part-time employee in the same department or a department in which he/she was previously classified, if he/she is qualified for the job. An employee who exercises this option shall maintain full-time seniority and recall rights to a full-time position if and when one becomes vacant.
- (2) Part-time. In the event a reduction in the part-time work force becomes necessary, part-time employees shall be laid off from the department or departments affected on the basis of an employee's departmental seniority as a part-time employee. Any part-time employee who is displaced as a result of this section may take layoff or exercise his/her part-time seniority rights by bumping the least senior part-time employee in the same or any lower classification in the same or in another building. Further, any part-time employee who is displaced as a result of this section who was previously classified in another department shall have the right to displace the least senior part-time employee in such classification if he/she is qualified for the job.
- (3) Notice. The District shall notify the affected employee(s) as soon as possible but no later than five (5) days prior to a change in hours or

scheduling of hours.

C. RECALL.

- (1) Full-Time. Recalls from layoffs of full-time employees shall be on the basis of departmental seniority, provided the employee to be recalled has the qualifications to perform the work required.
- (2) Part-Time. Recalls from layoff of part-time employees shall be on the basis of departmental seniority as part-time employees provided the employee to be recalled has the qualifications to perform the work required.
- (3) No New Positions. No person shall be hired for a job of the bargaining unit until all laid-off members, who are desirous and are qualified have been given the opportunity to refuse recall. However, when vacancies are of an expected duration of two (2) months or less, the District shall have the right to fill such vacancies with a day to day substitute.
- (4) Refusal-Like Job. Refusal of an essentially similar position involving the same number of work hours shall be interpreted to mean a loss of seniority rights. Thereby the employee drops to the lowest recall position.

ARTICLE VIII
VACANCIES AND TRANSFERS

A. Posting.

- (1) Bargaining Unit Positions. Whenever a vacancy arises within the bargaining unit or is anticipated, the personnel administrator will promptly post notices of the same using the electronic employment system located on the district website and district email for no less than five (5) days before the position is filled.
- (2) Temporary Positions. Whenever a vacancy occurs, the District has the right to fill the position on a temporary basis for a maximum of 60 working days or until a replacement is located.
- (3) Posting - Content. Any new position shall be posted electronically with accompanying job description, qualifications, and salary. Employees will have access to all of the job descriptions. If a job description is to be

changed, the District will notify the Association of the changes prior to adding it to a board agenda.

- B. Filling of Vacancies. A vacancy shall be defined as a newly created bargaining unit position or a position that has been vacated by an employee that the employer is desirous of filling, provided the position has not been frozen or eliminated.

If there is an opening, the District shall post the position internally and externally at the same time. The District reserves the right to post only internally if it desires to do so. Any internal candidate who possesses the minimal qualifications shall be interviewed. The District may choose to interview qualified external candidates at the same time. The District retains the unfettered discretion to hire the candidate that it deems to be most qualified for the position. If the internal candidate is equal to or better than the best external candidate, the internal candidate shall be offered the position. Any internal candidate who interviews for the position and is not offered the position shall be provided with a written statement setting forth the reasons why he or she was not selected for that position.

- (1) Notice to Employer. Employees shall have the right to apply for openings by following the instructions using the electronic employment system. After being awarded a new position, employees may not bid on other vacant positions for three (3) months unless the position is a higher level or different shift.
- (2) Notice of Award. The District shall attempt to fill vacant positions within forty five (45) working days of said position becoming vacant. If an internal applicant is chosen to fill a vacancy, the District will transfer the employee to the new position within ten (10) working days, unless agreed upon by both parties and where applicable higher pay is not denied.
- C. Transfers. When the employer deems it necessary to reassign employees within the same classifications, within the bargaining unit, from one work site and/or school, the employer shall take into consideration the following matters: (1) job skill; (2) job experience; (3) ability; (4) previous training and (5) seniority. If all of the matters considered are, in the sole discretion of the employer, equal, then such reassignment shall be based upon district seniority, otherwise on job skill, and experience as determined by the employer. To the extent feasible, volunteers shall be sought first. In the

event a volunteer is not transferred, the District shall involuntarily transfer employees in inverse seniority order within classification District wide. Para-educator staff will be assigned based on need within the district.

ARTICLE IX HOURS AND WORKING CONDITIONS

A. EMPLOYEES.

- (1) Full-Time Employees. An employee who works thirty (30) hours or more per week for nine or more months.
- (2) Part-Time Employees. An employee who works less than thirty (30) hours per week.
- (3) Substitute. An employee engaged as a substitute for periods of time in place of a regular full-time or regular part-time employee, is not subject to retirement, hospitalization, sick leave and holidays.
- (4) When an employee leaves a position that provides benefits, that position may not be replaced by multiple positions with no benefits, unless the District deems it necessary to have the multiple positions work-hours overlap a minimum of $\frac{1}{4}$ of the hours in the original position.

B. WORK SCHEDULES BY POSITION. In the event the numbers of days and/or hours of an employee or in the work year of an employee, in the categories indicated, are required to be changed by the employer, the parties will negotiate the impact of such change prior to its institution. The employer shall notify the Association sixty (60) days prior to the adoption of the budget of their intent to reduce hours and/or days so that good faith negotiations can commence. If however, an employee is in a position, and because of a temporary need of the employer is working time in excess of the standard for such position, that additional time may be eliminated at the sole discretion of the employer.

The hours and school assignment for Para-Educator staff will be based on student need from year to year. All full time Para-Educator staff will work no less than 6.0/day; although they may work more hours per day in a particular assignment if needed.

C. BREAKS AND LUNCH. The schedule of breaks and/or lunches shall be

established by the supervisor. Employees may not adjust the length of their lunches/breaks without prior approval of their supervisor.

- (1) Custodial, MIS and Maintenance Personnel. A ten (10) minute break in the A.M. and a ten (10) minute break in the P.M. are granted. A one-half hour lunch period is not included within the work day. Part-time employees shall receive one, ten (10) minute break.
- (2) Cafeteria Personnel. A ten (10) minute break is authorized in the A.M. and a ten (10) minute break in the P.M. This only pertains to cafeteria personnel that work more than four (4) hours per student day. A one-half hour lunch period is not included within the work day. A ten (10) minute break is authorized in the A.M. for cafeteria personnel that work less than four (4) hours per student day.
- (3) Secretarial/Clerical Personnel. A ten (10) minute break in the A.M. and a ten (10) minute break in the P.M. are authorized for each employee who works four (4) or more hours per day provided office service is not interrupted. A one-half hour lunch period is not included within the work day.
- (4) Para-Educators. A ten (10) minute break in the A.M. and a ten (10) minute break in the P.M. are granted for each employee who works four (4) hours or more per day. A ten (10) minute break is granted for each employee who works less than four (4) hours. A one-half hour lunch period is not included within the work day. This only pertains to employees that work more than four hours per student day.
- (5) Van Drivers. A ten (10) minute break in the A.M. and a ten (10) minute break in the P.M. are granted. Van drivers shall receive a sixty (60) minute duty free lunch not included within the work day. Part-time employees shall receive one, ten (10) minute break.

D. OVERTIME

- (1) Regular. Bargaining unit members shall receive time and one-half pay for all hours worked over and above forty (40) hours a week. A week is defined for this section as Sunday to Saturday. All leave hours, except for bereavement leave, will not be considered hours worked. If called in on a scheduled leave day, the person will be paid per the terms of the contract under call-ins. The compensation may be in the form of moneys and/or

time and one-half in compensatory hours as agreed upon between the employee and his/her supervisor. Compensatory time can be accumulated up to five (5) days and must be used within six (6) months of earning. All overtime must be approved by the employee's supervisor prior to it being worked. Any hours spent on voluntary field trips, class trips or similar events are not considered hours worked; therefore do not qualify for overtime. Exception to the 40 hours is when cafeteria employees are catering events during evening and weekends or professional learning events during the school year; they will be paid time and one-half for the time worked or receive compensatory time.

Any hours in addition to the normal workday shall not be obligatory but shall be with the consent of the employee. In the event that there is overtime pay involved, it shall be offered by seniority, on a rotating basis, in that classification to full time employees in the building. It is required that the employees in conjunction with the supervisor keep track of who is next for possible assignments.

(2) Christmas Break. Custodians who work at events that are scheduled during the Christmas Break will be paid time and one-half for the time worked.

(3) Call Ins. Bargaining unit members recalled to duty after completing their regular work.

- a. Any time a call-in lasts for ½ hour or less that employee will receive 2 hours straight time.
- b. If a call-in lasts between 31 minutes and two hours that employee will be paid two hours of overtime.
- c. If a call-in lasts over two hours, that employee will be paid time and one-half for all the hours worked during the call-in.
- d. All employees that are called-in must record actual hours worked on an overtime report form. (i.e. 2:00 a.m. – 4:00 a.m.)

E. EMERGENCY SITUATIONS. It is understood that there may be school emergency situations where the superintendent or his designee may require the services of certain employees to get the situation under control. For the purpose of this section, an emergency shall be defined as a sudden generally unexpected occurrence or set of circumstances demanding immediate action. In this case,

neither seniority nor right of refusal shall apply.

F. PROFESSIONAL LEARNING. The District may require all Para-Educators to attend up to four (4) professional learning days, including opening day, per school year to receive state mandated training. Employees will be paid their normal hourly rate for such professional learning days. An employee who does not attend the required professional learning day(s) will be charged a personal day or sick day (requires a doctor note).

G. PAYMENTS. Payments shall be made via Direct Deposit to the account designated by each employee, and the District shall institute time tracking systems and/or electronic time sheets.

H. MENTOR. New employees will be assigned a mentor for a period of one year. Mentors will be chosen by the supervisor and building principal and may be chosen regardless of seniority. Mentors must agree to serve as a mentor. Upon presentation of the required documentation, mentors will be paid a stipend of \$500 for the year (divided into equal part of \$250/six months).

ARTICLE X VACATIONS AND HOLIDAYS

A. PAID HOLIDAYS.

Paid holidays for all Category 1, 2, 3 and 4 employees are listed in Appendix E.

B. VACATIONS.

1. Days. Beginning on July 1, 2023, all Category 1 employees will be awarded one half of the allotment of vacation days on July 1 each year and one half of the allotment on the business day nearest January 1 in accordance with the chart below:

- 1 year of employment – 5 days
- 2 years of employment – 10 days
- 5 years of employment – 12 days
- 10 years of employment – 15 days
- 15 years of employment – 18 days
- 20 years of employment – 24 days
- 25 years of employment – 26 days

The maximum carryover may be exceeded on July 1 of each year but must be at or under the limit on August 15th of each year. The maximum that any employee is allowed to have accrued in their vacation bank is equal to the total number of days they accrue for that year.

If an employee leaves during the school year, the vacation leave days will be prorated according to the chart below. Any repayment, if necessary, will be adjusted in the final wages paid. This does not apply to vacation leave days carried over from the previous year.

1 year of employment	0.417 days per month
2 years of employment	0.83 days per month
5 years of employment	1 day per month
10 years of employment	1.25 days per month
15 years of employment	1.5 days per month
20 years of employment	2.0 days per month
25 years of employment	2.16 days per month

Employees who are hired after July 1 each year will receive a prorated number of vacation leave days based on the number of months of anticipated work. The proration will be in accordance with the chart above. For example, an employee who is hired to begin in January, would receive 6 months' worth of vacation leave days ($6 \times 0.417 = 2.5$ days)

If an employee is using consecutive vacation days prior to retirement or separation from service said employee will not continue to accrue additional sick and vacation time.

Except for situations outside of the control of the employee, no vacation leave shall be granted the last week of the school term.

2. Scheduling. Vacations are to be scheduled by the employee and are subject to the approval of the supervisor. No employee shall unreasonably be denied his/her vacation request. Annual vacations may be scheduled at any time provided that the August 15 carryover limits are not exceeded. Vacations will be granted on a first-come, first-served basis. When two or more people apply on the same day for the same time, seniority will prevail. The supervisor will approve/disapprove the request within five (5) days of the request for vacation. If the employee does not receive a response within five (5) days, it will be considered approved. The district can grant vacation with less

than five (5) days' notice with prior approval of immediate supervisor.

3. Compensation. Unused vacation and earned compensatory time (as per established guidelines) will be compensated a maximum of up to five days for each year that must be used within six (6) months of earning unless an employee retires or resigns or is dismissed for cause. However, if an employee leaves the employment of the District without two weeks written notice, compensation for unused vacation/compensatory time shall be forfeited.

4. Holidays on Vacation. Vacation week consists of five (5) working days. Vacation days are in addition to holidays. They are not co-mingled for double pay.

5. All paid leave (EXCLUDING SICK LEAVE) must be used prior to requesting leave without pay.

ARTICLE XI TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

(1) Days. Employees shall receive sick leave in accordance with the schedule outlined below.

Working Hours Per Day	Sick Days Per Year
2.0 - 5.5	10.5
6.0 - 6.75	11
7.0 - 7.5 (school year)	11.5
7.5 (12-month) - 8.0	15

Beginning on July 1, 2023, one half of the allotment of sick leave days will be awarded and available on July 1 each year and one half of the allotment will be awarded and available on the business day nearest January 1. If an employee leaves during the school year, the sick leave days will be prorated according to the chart below.

Working Hours Per Day	Proration of Sick Leave
2.0 - 5.5	1 day per month
6.0 - 6.75	1.25 days per month
7.0 - 7.5 (school year)	1.25 days per month
7.5 (12-month) - 8.0	1.25 days per month

Employees who are hired after July 1 each year will receive a prorated number of sick leave days based on the number of months of anticipated work. The proration will be in accordance with the chart above. For example, a 7.0 hour school year employee who is hired to begin in January, would receive 5 months' worth of sick leave days ($5 \times 1.25 = 6.25$ days)

Hours worked do not include vacation or sick time. During an FMLA leave an employee may continue to accrue sick leave. When the FMLA period is exhausted no additional sick leave will be earned.

- (2) Use of Sick Days. Absences are chargeable as sick leave only when the employee is unable to perform required duties due to illness or injury or for illness, injury, or hospitalization or medical attention to a member of household or immediate family which requires the personal attention of the employee. However, time off for an employee's routine appointment with a medical professional is charged to sick leave provided it is not possible for the employee to schedule the appointment on his/her own time. The request for such time off shall be made as far in advance as possible. A supervisor may request the employee to submit a written statement from the medical professional for verification of the appointment. The District may request a written physician's statement from the employee after three (3) days of consecutive absence, upon suspicion of abuse (for example, a pattern of same day absences), or a continued absence of ten (10) days in a school year. Employees will not be responsible to secure their own substitutes.
- (3) Accumulation. Sick leave will accumulate from year to year. Sick leave provisions shall apply as stipulated in the Pennsylvania School Code Section 1154.
- (4) Notification. Employees can access a written accounting of accumulated sick leave hours (available on-line).

(5) Extended Leave - Illness/Disability. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence by the Board without pay for a period not to exceed twelve (12) consecutive months, if requested and recommended by the Superintendent, when a physician has provided a detailed statement which will address the rehabilitation schedule and expected date of return. Upon good cause and in exceptional circumstances, the District may grant a leave under this provision for longer than twelve (12) months. At the end of such period of granted leave, if the employee is unable to return to work to perform their essential job functions, then the employee may be terminated.

(6) Worker's Compensation. Accidents occurring during the course of employment will be handled in accordance with the Pennsylvania Worker's Compensation Act. Employees will be responsible for completing and filing an accident report(s) with the Human Resources Department within three school business days of the incident.

A. The School District shall continue to pay fringe benefits as set forth in this Agreement for up to 12 months after the date of the work injury; thereafter, the School District shall maintain said benefits only for as long as employee elects to continue benefit coverage at employee's sole cost and expense and pays for same on a timely basis.

B. An employee shall continue to accrue seniority for up to twelve (12) months during an absence from work due to a compensable work injury, but shall not continue to accrue sick and vacation leave during such time.

B. PERSONAL LEAVE. Three (3) personal days, accumulative to five (5) days shall be granted to each employee each year with pay. After ten (10) years of service, one (1) additional personal day will be granted each year with pay accumulative to six (6) days. When accumulated days would be in excess of those permitted under this provision, such extra days shall be converted to sick leave. No more than two employees per organized section shall be granted leave on the same day. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall apply on-line using the electronic system for absence requests at least three (3) days in advance, except in cases of emergency. The employee may be asked to explain the reasons for any personal leave requested a day immediately before or after a holiday and reasonable restrictions may be imposed on personal leave on such days.

If the employee leaves during the year, the personal days will be prorated back to the number of days worked and repayment if necessary will be adjusted in the final wages paid. This does not apply to personal days carried over from the previous year.

C. BEREAVEMENT LEAVE. In case of death in the immediate family, an employee shall be granted three paid bereavement days to be used within fourteen (14) calendar days from the date of death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchildren, grandfather, grandmother, son-in-law, daughter-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

In case of the death of a near relative, an employee will be granted one paid bereavement day to be used within fourteen (14) calendar days from the date of death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

The Superintendent may approve use of bereavement day(s) outside of the fourteen (14) day window (s) under certain circumstances.

D. JURY DUTY/JURY SELECTION. An employee called involuntarily for jury duty/jury selection shall be compensated for the difference between the regular pay and the pay received for the performance of such obligation for the term of the jury duty. A copy of the court summons shall be provided to the Human Resource Office. In the event the employee works second or third shift, the employee will not report to their regular shift for the day and will be paid as indicated above.

E. GENERAL PROVISIONS.

1. Good Cause. Other leaves of absence with pay may be granted by the Board for good reasons.
2. Extensions. Leaves taken pursuant to Paragraphs B through D above shall be in addition to any sick leave to which the employee is entitled.

F. UNPAID LEAVE. An employee may request unpaid leave after all paid leave is exhausted under extraordinary circumstances. Granting unpaid leave

is at the sole discretion of the Superintendent with Board approval. A request for unpaid leave must be made prior to the day being taken except in an emergency situation.

G. FAMILY AND MEDICAL LEAVES. The Bellefonte Area School District shall comply with the provisions of the Family and Medical Leave Act of 1993 (the "Act") (FMLA). For those employees that do not work at least 1,250 hours of service within the previous twelve (12) months but have worked for the District for one year shall be entitled up to 12 weeks of unpaid leave under this Act. However, these employees will not be entitled to receive intermittent leave. For those employees using FMLA due to the birth/adoption of a child have the option to extend their leave longer than the FMLA maximum. Such leave for this purpose can be extended up to a maximum of one full school year. However, once the employee has been absent longer than the FMLA maximum, the employee may retain health care benefits coverage by remitting full premium for the said insurance monthly to the Business Office of the School District. If the funds are not remitted on the 15th calendar day, it is understood that coverage will be dropped as of the stated deadline. Upon returning from leave, the employee shall be returned to the same position occupied prior to the leave, unless that position no longer exists, in which event the employee shall be given another position and the employee will be placed in the same position on the salary schedule where he/she was prior to the granting of the leave.

ARTICLE XII INCLEMENT WEATHER

A. INCLEMENT WEATHER. Twelve-month and cafeteria employees do not have to report to work as scheduled in the event that school is delayed except for those designated as essential employees. These non-essential twelve-month employees will be paid for the delay. In the event of an early dismissal, these non-essential twelve-month employees will be paid for their normal work hours.

All school year employees will adhere to the delay schedule and start their normal work day at the delayed start time. Employees will be paid for the delay. In the event of an early dismissal, employees will be paid for their normal work hours. Work hours lost due to school delays or early dismissals will not be counted towards accumulating the 30 hour per week threshold for health care eligibility.

When schools are closed due to inclement weather, other unforeseen events, or holidays and essential employees are required to report for work, those employees shall be paid double time for the actual hours worked.

There is no intent to pay triple time for these hours. The Director of Physical Plant will annually provide a list of who is considered an essential employee for this paragraph's purpose. All other 12-month employees will be paid if District offices are closed.

The Director of Physical Plant will be responsible for contacting each building staff personnel for inclement weather work assignments whenever they are directed to report to work as essential employees.

B. Snow Removal Any Snow Removal Plan that is disseminated to the essential employees will also be sent to Association Officers.

ARTICLE XIII EXTENDED LEAVES OF ABSENCE

A. MILITARY LEAVE. Provisions of the Pennsylvania School Code, Sections 1176-1181, apply.

B. GENERAL PROVISIONS.

1. Return from Leave. All benefits entitled to an employee at the commencement of a leave of absence shall be restored upon return. These benefits include seniority, unused accumulated sick leave and an assignment to the same or similar position which was held at the time said leave commenced.
2. Extensions and Renewals. All extensions or renewals of leaves shall be applied for in writing, and if granted, the granting to be in writing.

ARTICLE XIV INSURANCE/MEDICAL BENEFITS

A. BENEFITS. Employees with less than thirty (30) hours per week/six (6) hours per day are not eligible for health insurance.

All employees that are required to pay a portion of any District insurance

must have this deducted from their paycheck.

The School District and the Association will work together to reduce insurance costs. No changes will be made to the plan without prior consultation with the Association and the change in carriers will result in coverage and benefits that are equal to or better than that in existence.

B. HEALTH INSURANCE.

1. The District shall provide a PPO Health Insurance Plan ("PPO Plan").
2. The PPO Plan shall provide employees with premium sharing options, and corresponding deductibles as follows:

a. \$500/\$1,500 deductible

2023-2024	\$1,040 individual/\$1,950 two-party/\$2,470 family
2024-2025	\$1,170 individual/\$2,080 two-party/\$2,600 family
2025-2026	\$1,300 individual/\$2,210 two-party/\$2,730 family
2026-2027	\$1,430 individual/\$2,340 two-party/\$2,860 family

b. \$1,000/\$3,000 deductible

2023-2024	\$520 individual/\$910 two-party/\$1,170 family
2024-2025	\$650 individual/\$1,040 two-party/\$1,300 family
2025-2026	\$780 individual/\$1,170 two-party/\$1,430 family
2026-2027	\$910 individual/\$1,300 two-party/\$1,560 family

These contributions will be deducted over the number of pays in that particular school year for each participating employee.

Employees who have a spouse that is eligible for group health insurance through the following employers categories: Federal, State, and Local Governments, Institutes of High Education, and other Educational Institutions (to include other school Districts), will not have their spouse covered under the District's health plan. Said employee will have the option to purchase spousal coverage under the District's health plan at the cost differential between the respective rating categories as applicable.

C. LIFE INSURANCE. The District will pay 100 percent of the premium for each Category 1 and 2 employee within the bargaining unit, Group Term Life

Insurance to a flat amount of \$25,000. For employees hired prior to July 1, 1994 the District will contract and provide for each Category 3 employee within the bargaining unit, Group Term Life Insurance to a flat amount of \$15,000. Category 3 employees, hired after July 1, 1994, and Category 4 employees are not eligible for term life insurance.

D. DENTAL INSURANCE. Dental insurance maximum coverage provided in each year shall be \$2,000. Orthodontics coverage is limited to under age nineteen (19) with a \$2,500 individual lifetime maximum.

E. NOTIFICATION. The carrier will furnish to each employee covered a description of the plan, its limitations and conditions.

F. VISION CARE. Vision insurance maximum coverage provided in each twenty-four (24) month period shall be:

Exam		100% UCR
Frames		\$150 maximum
Lenses	Single	\$70 maximum
	Bifocal	\$90 maximum
	Trifocal	\$120 maximum
	Aphakic	\$130 maximum
	Contacts	\$150 maximum

Participants under nineteen (19) years of age or over 50 years of age are limited to one (1) eye exam and one (1) post-refractive service during each twelve (12) month period.

G. PRESCRIPTION CARE. Retail prescriptions are limited to a thirty (30) day supply, and mail order prescriptions are limited to a ninety (90) day supply. The co-pay on prescriptions shall be \$25.00 per prescription.

H. SICK LEAVE BANK. The Association shall establish a sick leave bank to which employees may contribute days of credited sick leave. The sick leave bank shall be administered by the Association which shall establish rules and regulations governing same. A list of contributors and a copy of the established rules and regulations shall be given to the employer. The employer agrees to honor withdrawals from the bank upon proper certification by the Association. Said withdrawals shall not exceed 130 consecutive working days at which time the District will provide an Income Protection Plan, according to the guidelines of the insurer's policy.

ARTICLE XV WAGES

A. WAGE RATE. Wages shall be per the attached salary schedule (Appendix B) based upon years of continuous service and salary column. Employees hired after January 1 will remain on year one wage rate for the following contract year.

Para Educators acting in the role of personal care aides (PCA) shall receive an annual stipend of \$150 for the nature of their work as discussed in negotiations. This stipend will be provided at the conclusion of each school year. PCAs must initially complete one full year to be eligible to receive this stipend.

B. LEVELS AND REQUIREMENTS.

Level C employees include all cafeteria workers, including cashiers, whose primary duties include maintaining student discipline in the cafeteria, food preparation, food serving, dish washing, kitchen cleaning, food sales, and other duties assigned by the building principal or lead cook. Other Level C employees are the high school guidance clerk II, the utility assistants, and the regular education and intervention para educators.

Level D employees are secretarial/clerical staff whose primary duties are word processing, filing, record-keeping, and other general office duties as assigned by the supervisor. Level D secretarial/clerical employees are expected to exhibit basic office skills, basic mathematics and communication skills; employees are custodial staff whose primary duties are cleaning, painting, snow removal, and general maintenance for a specifically assigned area and other duties as assigned by the supervisor; special education para educators whose primary duties surround special education students, the secretary to the athletic director/physical plant, and aides who assist librarians.

Level E employees are custodial staff whose responsibilities cover an entire building or whose responsibilities include directing others or whose responsibilities include general repairs, mowing or helping maintenance persons. Level E employees are secretarial/clerical staff whose position requires advanced office skills as well as skill in composing original letters and reports and cafeteria lead cooks. Level E employees also include all van drivers and technology support technicians whose primary responsibilities include general repair of computers.

Level F employees are maintenance staff that do not hold any certifications and secretarial/clerical staff whose primary responsibilities include advanced computer skills, bookkeeping, accounting, and district school attendance record-keeping.

Level G employees are maintenance staff whose primary responsibilities include practicing the trade of electrician, carpenter, or plumber and automotive mechanics, and health room aides who must hold nursing degrees.

Level H employees are maintenance staff whose primary duties include in addition to Level G the directing of other maintenance staff.

C. SHIFT DIFFERENTIAL. Bargaining unit employees who work the second shift shall receive a shift differential, provided it is the employee's regular work shift. Second shift shall be defined as any shift beginning after 12 o'clock noon. The shift differential will be \$0.45 per hour.

D. TEMPORARY PAY. When a higher level employee is absent and a lower level employee is assigned the duties of the higher level, the assigned employee shall receive the higher rate of pay.

Part-time employees used to replace a full-time employee on a temporary basis shall not receive over-time pay but shall get the rate of pay for the higher classification for the hours so worked.

When a nine (9) month employee works additional time during the summer in a similar position as they are employed during the school year, that employee will be paid their contracted hourly rate for any hours worked during the summer.

E. NEW HIRE EXPERIENCE. Newly hired employees with previous Bellefonte Area School District experience will be credited with steps on the salary schedule for their prior years of District service. New hires, with similar experience from other school districts, may be given credit on the salary schedule for their experience.

ARTICLE XVI ADDITIONAL COMPENSATION

A. TRAVEL ALLOWANCE. Employees who are required to use their own

means of transportation to and from schools within the District in the performance of their jobs will be reimbursed at the IRS rate.

B. UNIFORMS. Cafeteria employees will not be required to wear uniforms, although attire must be in accordance with local Health Department guidelines. The following personnel are required to wear District provided uniforms; maintenance, custodial, van drivers, painter, grounds keeper, mechanic and weekend custodians.

C. RETIREMENT INCREMENT. An employee with a minimum of ten (10) years of service to the Bellefonte Area School District needs to follow the Rule of 80. (A sum of the employee's age and years of service in a PA public school system shall be at least 80), the District shall pay for each year of district service:

\$50/year - Category 3 and 4 employees

\$60/year - Category 1 and 2 employees

D. SICK LEAVE/PERSONAL LEAVE BUY BACK. Each employee upon retirement (in order to qualify for retirement an employee must be employed by the District for at least ten (10) years and meet the Rule of 80. A sum of the employee's age and years of service in a PA public school system shall be at least 80) death or layoff, after ten (10) years of service with the District, shall receive from the District an amount equal to $\frac{1}{2}$ the employee's daily rate of pay for each day of unused sick leave and/or unused personal leave.

E. TUITION REIMBURSEMENT.

1. Category 1 and Category 2 employees may be reimbursed for up to six (6) credits per year for the actual cost up to a maximum of six (6) credits per year at the Penn State rate for credits earned at a post-secondary accredited school or continuing education classes. The course counts in the fiscal year in which it ends.
2. The anticipated District payment shall be made upon the employee's written evidence of paid course registration. The eligible employee must be a Category 1 or 2 employee both upon the registration for and completion of the course. He/she must have completed nine (9) consecutive months of service in the District before beginning the course under this reimbursement program. Credits undertaken must be related to the employee's work assignment as recommended by the employee's supervisor and approved by the Superintendent. The Superintendent's

decision is final. In the event the employee is unable to provide a transcript showing satisfactory completion of the course (within 45 days of the course's final class) or in the event the employee becomes ineligible for some other reason, the money paid the employee shall be refunded to the District in full by the employee. If the money is not refunded to the District by the employee, the District shall withhold the amount from the employee's pay.

3. Employees who leave the employment of the District, for reasons other than death, disability, or suspension, within one (1) year of receiving any reimbursement payment, shall be required to repay to the District one hundred (100%) of any monies received. Employees leaving within two (2) years shall repay fifty (50%) percent of any monies received. Employees leaving within three (3) years shall repay twenty-five (25%) percent of any monies received. Employees leaving after three (3) years shall not have any repayment obligations.

F. PROMOTION. In the event an employee receives a promotion, he/she shall move to the new level at the same years of experience he/she has at the time he/she moves into the new job. Each employee shall continue to progress through the schedule according to his/her District seniority.

ARTICLE XVII MISCELLANEOUS

A. NO LOCK-OUT, NO-STRIKE PROVISION. Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement, to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195), during the period of this Agreement, and the employer pledges that it will not conduct or cause to be conducted, a lock-out during the term of this Agreement.

B. SEPARABILITY CLAUSE. The parties agree that, if any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law. Such invalidity of any provision shall not affect the remainder of the terms of this Agreement, which shall remain in full force and effect.

It is further agreed that within ten (10) days after notification of the final decision of the Court so declaring, if no appeal is to be taken, or within ten (10) days after notification of the final decision of the Appellate Court upholding such decision, in the event of an appeal, the parties shall commence negotiating to arrive at an agreement on such matters.

All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

C. INDEMNIFICATION. The Board, in consideration of the dispensing of any potent drugs by employees of the District, shall hold harmless and indemnify all such employees against any and all claims, damages, expenses, attorney's fees, suits, cause or causes of action in law or equity which may be brought against any such employees because of any act or omission committed by such employees in connection with said dispensing, including but not limited to negligent acts or omissions.

D. CONTRACTING OUT The Employer will not exercise its right to assign, let or contract out bargaining unit work if such action results in the layoff of any regular employee in the bargaining unit. However, the employer is permitted to subcontract work that is not normally performed by the bargaining unit, is specialized work or project work where in the estimation of the employer it will result in 1) reasonable cost savings, 2) improved delivery of services or 3) efficiency.

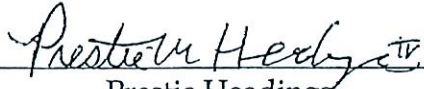
If the District contracts with a Food Service Provider, cafeteria workers who are employed at that time will remain as District employees and continue to be part of the bargaining unit until they separate service. Cafeteria workers hired after the District contracts with a Food Service Provider will be employed by the Food Service Contractor.

E. EFFECTIVE DATE. This Agreement shall be a four-year agreement effective July 1, 2023 and shall continue in effect until June, 30, 2027. Intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized officers and/or agents this 23rd day of July, A.D., 2023, to become effective as of July 1, 2023.

BELLEFONTE EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA



Vicky Confer
President



Prestie Headings
Vice-President

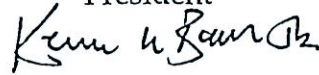
8/1/23

Date

BELLEFONTE AREA BOARD
OF SCHOOL DIRECTORS



Jon Guizar
President



Kenneth G. Bean Jr.
Board Secretary

8/1/23

Date

APPENDIX A

DEFINITION OF IMMEDIATE SUPERVISORS FOR GRIEVANCE PROCEDURES

AIDES-Cafeteria, Classroom, Library, Health Room

Level 1 Supervisor	Principal/Director of Special Education
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

CAFETERIA PERSONNEL Kitchen

Level 1 Supervisor	Director of Food Services/Director of Fiscal Affairs
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

CUSTODIAL PERSONNEL

Level 1 Supervisor	Custodial Supervisor/Director of Physical Plant
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

MAINTENANCE

Level 1 Supervisor	Maintenance Supervisor/Director of Physical Plant
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

SECRETARIAL/CLERICAL

Level 1 Supervisor	Principal/Direct Supervisor
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

VAN DRIVER

Level 1 Supervisor	Transportation and Registration Coordinator
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

MIS

Level 1 Supervisor	Technology Support Supervisor
Level 2 Supervisor	Director of Human Resources
Level 3 Supervisor	Superintendent
Level 4 Supervisor	Board of Education

APPENDIX B

Bellefonte Area School District
BESPA Salary Schedules

2023-2024

<u>Step</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	14.12	14.85	15.26	15.67	19.17	20.63
2	14.55	15.28	15.69	16.10	19.60	21.06
3	15.00	15.73	16.14	16.55	20.05	21.51
4	15.45	16.18	16.59	17.00	20.50	21.96
5	15.83	16.56	16.97	17.38	20.88	22.34
6	16.41	17.14	17.55	17.96	21.46	22.92
7	16.92	17.65	18.06	18.47	21.97	23.43
8	17.06	17.79	18.20	18.61	22.11	23.57
9	17.06	17.79	18.20	18.61	22.11	23.57
10	17.51	18.23	18.64	19.05	22.55	23.58
11	18.33	19.08	19.49	19.92	23.42	24.50
12	18.33	19.08	19.49	19.92	23.42	24.50
13	18.33	19.08	19.49	19.92	23.42	24.50
14	18.33	19.08	19.49	19.92	23.42	24.50
15	18.33	19.08	19.49	19.92	23.42	24.50
16	18.99	19.69	20.10	20.53	24.03	25.11
17	18.99	19.69	20.10	20.53	24.03	25.11
18	18.99	19.69	20.10	20.53	24.03	25.11
19	18.99	19.69	20.10	20.53	24.03	25.11
20	18.99	19.69	20.10	20.53	24.03	25.11
21	19.64	20.35	20.76	21.19	24.69	25.74
22	19.64	20.35	20.76	21.19	24.69	25.74
23	19.64	20.35	20.76	21.19	24.69	25.74
24	19.64	20.35	20.76	21.19	24.69	25.74
25	19.64	20.35	20.76	21.19	24.69	25.74
26	20.26	20.95	21.36	21.79	25.29	26.36

Anyone who was in Column A and B have been moved to column C

Columns A and B have been removed

Para-Educators Special Education have been moved to column D

Technology Support Technicians have been moved to column E

Health room Assistants have been moved to column G (splitting the column difference over two years)

Employees who have moved from one column to another in 2023-2024, will not move a step

Employees who did not move a column will move one step

APPENDIX B

Bellefonte Area School District
BESPA Salary Schedules

2024-2025

<u>Step</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	14.67	15.40	15.81	16.22	19.72	21.18
2	14.95	15.68	16.09	16.50	20.00	21.46
3	15.40	16.13	16.54	16.95	20.45	21.91
4	15.85	16.58	16.99	17.40	20.90	22.36
5	16.23	16.96	17.37	17.78	21.28	22.74
6	16.63	17.36	17.77	18.18	21.68	23.14
7	17.03	17.76	18.17	18.58	22.08	23.54
8	17.46	18.19	18.60	19.01	22.51	23.97
9	17.78	18.51	18.92	19.33	22.83	24.19
10	18.11	18.83	19.24	19.65	23.15	24.38
11	18.73	19.48	19.89	20.32	23.82	24.90
12	18.73	19.48	19.89	20.32	23.82	24.90
13	18.73	19.48	19.89	20.32	23.82	24.90
14	18.73	19.48	19.89	20.32	23.82	24.90
15	18.73	19.48	19.89	20.32	23.82	24.90
16	19.39	20.09	20.50	20.93	24.43	25.51
17	19.39	20.09	20.50	20.93	24.43	25.51
18	19.39	20.09	20.50	20.93	24.43	25.51
19	19.39	20.09	20.50	20.93	24.43	25.51
20	19.39	20.09	20.50	20.93	24.43	25.51
21	20.04	20.75	21.16	21.59	25.09	26.14
22	20.04	20.75	21.16	21.59	25.09	26.14
23	20.04	20.75	21.16	21.59	25.09	26.14
24	20.04	20.75	21.16	21.59	25.09	26.14
25	20.04	20.75	21.16	21.59	25.09	26.14
26	20.66	21.35	21.76	22.19	25.69	26.76

All employees move one step

APPENDIX B

Bellefonte Area School District
BESPA Salary Schedules

2025-2026

<u>Old</u> <u>Step</u>	<u>New</u> <u>Step</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
2	1	15.60	16.33	16.74	17.15	20.65	22.11
3	2	15.80	16.53	16.94	17.35	20.85	22.31
4	3	16.20	16.93	17.34	17.75	21.25	22.71
5	4	16.60	17.33	17.74	18.15	21.65	23.11
6	5	17.00	17.73	18.14	18.55	22.05	23.51
7	6	17.40	18.13	18.54	18.95	22.45	23.91
8	7	17.80	18.53	18.94	19.35	22.85	24.31
9	8	18.20	18.93	19.34	19.75	23.25	24.71
10	9	18.60	19.33	19.74	20.15	23.65	25.11
11	10	19.13	19.88	20.29	20.72	24.22	25.30
12	11	19.13	19.88	20.29	20.72	24.22	25.30
13	12	19.13	19.88	20.29	20.72	24.22	25.30
14	13	19.13	19.88	20.29	20.72	24.22	25.30
15	14	19.13	19.88	20.29	20.72	24.22	25.30
16	15	19.79	20.49	20.90	21.33	24.83	25.91
17	16	19.79	20.49	20.90	21.33	24.83	25.91
18	17	19.79	20.49	20.90	21.33	24.83	25.91
19	18	19.79	20.49	20.90	21.33	24.83	25.91
20	19	19.79	20.49	20.90	21.33	24.83	25.91
21	20	20.44	21.15	21.56	21.99	25.49	26.54
22	21	20.44	21.15	21.56	21.99	25.49	26.54
23	22	20.44	21.15	21.56	21.99	25.49	26.54
24	23	20.44	21.15	21.56	21.99	25.49	26.54
25	24	20.44	21.15	21.56	21.99	25.49	26.54
26	25	21.06	21.75	22.16	22.59	26.09	27.16

Step 1 has been eliminated. During this year of the contract, your step number will remain the same as 2024-2025 but you are still actually one step closer to the top. For example: Someone who was on step 5 (out of 26 steps) in 2024-2025 would move to old step 6 (new step 5) in 2025-2026. This new step 5 is out of 25 steps instead of 26 steps.

APPENDIX B

Bellefonte Area School District
BESPA Salary Schedules

2026-2027

<u>Step</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	16.20	16.93	17.34	17.75	21.25	22.71
2	16.40	17.13	17.54	17.95	21.45	22.91
3	16.60	17.33	17.74	18.15	21.65	23.11
4	17.00	17.73	18.14	18.55	22.05	23.51
5	17.40	18.13	18.54	18.95	22.45	23.91
6	17.80	18.53	18.94	19.35	22.85	24.31
7	18.20	18.93	19.34	19.75	23.25	24.71
8	18.60	19.33	19.74	20.15	23.65	25.11
9	19.00	19.73	20.14	20.55	24.05	25.51
10	19.53	20.28	20.69	21.12	24.62	25.70
11	19.53	20.28	20.69	21.12	24.62	25.70
12	19.53	20.28	20.69	21.12	24.62	25.70
13	19.53	20.28	20.69	21.12	24.62	25.70
14	19.53	20.28	20.69	21.12	24.62	25.70
15	20.19	20.89	21.30	21.73	25.23	26.31
16	20.19	20.89	21.30	21.73	25.23	26.31
17	20.19	20.89	21.30	21.73	25.23	26.31
18	20.19	20.89	21.30	21.73	25.23	26.31
19	20.19	20.89	21.30	21.73	25.23	26.31
20	20.84	21.55	21.96	22.39	25.89	26.94
21	20.84	21.55	21.96	22.39	25.89	26.94
22	20.84	21.55	21.96	22.39	25.89	26.94
23	20.84	21.55	21.96	22.39	25.89	26.94
24	20.84	21.55	21.96	22.39	25.89	26.94
25	21.46	22.15	22.56	22.99	26.49	27.56

All employees move one step

APPENDIX C
WORK SCHEDULES BY POSITION

<u>POSITION</u>	<u>LEVEL</u>	<u>HOURS PER DAY</u>	<u>DAYS PER YR.</u>	<u>HOLIDAYS PER YEAR</u>
Café Aide	C	2.00	180	3.00
Cafeteria	C	2.00 - 5.50	180	3.00
Cafeteria	C	6.00	180	11.00
Cashier	C	2.00 - 4.00	180	3.00
Cashier	C	6.00	180	11.00
Guidance Clerk II/HS	C	4.00	180	3.00
Para Educator (Regular Ed, Intervention)	C	6.00	180	11.00
Utility Assistant (elementary)	C	4.00	180	3.00
Athletic Director/Physical Plant Secretary	D	6.00	245	15.00
Attendance Clerk	D	7.50	180	11.00
Library Clerk	D	6.00	180	11.00
Custodian (1 st , 2 nd , 3 rd shifts)	D	8.00	245	15.00
Para Educator (Sp. Ed.)	D	6.75	180	11.00
Weekend Custodian	D	8.00-12.00	245	15.00
Lead Custodian	E	8.00	245	15.00
Groundskeeper/Custodian	E	8.00	245	15.00
Lead Cook	E	6.00	180	11.00
Secretary/Elem II	E	7.50	180	11.00
Technology Support Technician	E	8.00	245	15.00
Van Driver	E	8.00	180	11.00
Van Driver	E	8.00	245	15.00
Accounting Secretary	F	7.50	245	15.00
Guidance Secretary I	F	7.50	245	15.00
Student Office Secretary	F	7.50	245	15.00
Secretary/Elem I	F	7.50	245	15.00
Secretary/ Sp. Ed./MS/HS	F	7.50	245	15.00
Maintenance II	F	8.00	245	15.00
Health Room Assistant	G	7.00	180	11.00
Maintenance I	G	8.00	245	15.00
Mechanic	G	8.00	245	15.00
Head of Maintenance	H	8.00	245	15.00

School year clerks may be requested to work for up to an additional 20 days per fiscal year at the discretion of their supervisor.

The above data represents minimum hours and/or days and the district may, based on need, have the position work additional hours in any given year. Hours per year are based on the district being in session 180 student days and may vary depending on weather conditions and other unforeseen events and, as such, are not guaranteed.

The hours and days for cafeteria positions are based upon student usage and may vary from year to year. Holiday pay will be in accordance with Article 9 based on the hours/week as assigned during that particular school year.

**APPENDIX D
EMPLOYEE CATEGORY DEFINITIONS**

CATEGORY 1	12-month full-time employees
CATEGORY 2	School year full-time employees that work at least 30 hours per week
CATEGORY 3	All part time employees who regularly work less than 30 hours per week but more than 15 hours per week.
CATEGORY 4	All part time employees who regularly work less than 15 hours per week.

*Note: There are currently 3 employees in Category 2 as defined in the 2015-2019 Collective Bargaining Agreement. As there is no intent to reduce current benefits, those Category 2 employees are grandfathered with benefits as described in that Agreement.

**APPENDIX E
HOLIDAYS**

Paid Holidays	<i>Category 1</i> 12 Month Full Time Employees	<i>Category 2</i> 9 Month Full Time Employees At least 30 hrs./week	<i>Category 3</i> Part Time Employees 15-30 hrs./week	<i>Category 4</i> Part-Time Employees <15 hrs./week
Fourth of July	X			
Labor Day	X	X		
Day before Thanksgiving Day	X	X		
Thanksgiving Day	X	X	X	X
Day after Thanksgiving Day	X	X		
Monday following Thanksgiving Day	X	X		
Christmas Eve Day	X	X		
Christmas Day	X	X	X	X
Additional days during Christmas and New Year's break based on school calendar	3	*		
New Year's Eve Day	X	X		
New Year's Day	X	X		
Student Holiday (replaces Good Friday)	X	X	X	X
Memorial Day	X	X		
Total	15	11	3	3

*Note: There are currently 3 employees in Category 2 as defined in the 2015-2019 Collective Bargaining Agreement. As there is no intent to reduce current benefits, those Category 2 employees are grandfathered and will continue to receive 2 vacation days over the Christmas Holiday.

