

MASTER CONTRACT

BETWEEN

THE BOARD OF SCHOOL DIRECTORS

OF THE SCHOOL DISTRICT

OF THE CITY OF ERIE, PA

AND

THE ERIE EDUCATION SECRETARIES
SUPPORT PROFESSIONALS, PSEA/NEA

JULY 1, 2009 - JUNE 30, 2014

Non Discrimination Policy

The Erie School District does not discriminate in employment, educational programs or activities, based on race, color, religion, national origin, sex, handicap, age or because a person is a disabled veteran or veteran of the Vietnam Era. This policy of non-discrimination extends to all other legally protected classifications. Publication of this policy is in accordance with state and federal laws including Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Inquiries may be made by contacting Personnel Department, Erie School District, 148 West 21st Street, Erie, PA 16502 (814) 874-6080

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AGREEMENT

This Agreement entered into this 1st day of July 2009, by and between the Board of School Directors of the School District of the City of Erie, Pennsylvania, hereinafter called the "Board" and the Erie Education Secretaries Support Professionals, PSEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and WHEREAS, the parties desire to deal fairly and justly with each other, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes, and during the term of this Agreement will continue to recognize and deal with, the Association as the exclusive collective bargaining representative for all regular, full-time and regular, part-time secretaries, clerk-typists, bookkeepers, receptionists, mail and printing room clerks, and the general assistant employed by the Board in Erie, Pennsylvania, for the purpose of collective bargaining pursuant to the Public Employee Relations Act, as now enacted or hereinafter amended, being the employees described in the bargaining unit found appropriate in the certification issued by the Pennsylvania Labor Relations Board No. PERA-R-1107-W, dated June 4, 1971, incorporated herein by reference. Excluded from the unit are all professional employees, confidential employees, management level employees, employees at or above the first level of supervision as defined in the Act, as now enacted or hereinafter amended, and employees not described in the aforementioned certification. Also excluded are all temporary employees (employees who are hired for only a limited period of time or who are hired for a job of limited duration; but, in no event, for longer than one (1) calendar month and who are so informed at the time that they are hired; unless hired to fill a vacancy created by the leave of absence of a bargaining unit member which will be of longer duration).
- B. It is the intent and purpose of the parties hereto that this Agreement will set forth the basic Agreement between the Association and the Board establishing rates of pay for all employees in the bargaining unit, their wages, hours of work, and other conditions of employment.

ARTICLE II
MEMBERSHIP DUES DEDUCTION

- A. The Board agrees to deduct from the wages of each employee member of the Association in accordance with the express terms of a signed voluntary authorization to do so, the membership dues of the Association. Annualized dues deductions shall be deducted in twenty-four (24) installments from wages earned by the employee commencing with the first pay period in each September during the term of this Agreement, and thereafter from each pay period through the school year. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action that shall be taken by the Board for the purpose of complying with the provisions of this Article, or in reliance upon any information which shall have been furnished to the Board under these provisions.
- B. Dues will be deducted in accordance with Act 195 (Pennsylvania Public Employee Relations Act), Article III, Sub Section 18.
- C. The aforementioned authorization shall be in the following form:

AUTHORIZATION

To: School District of the City of Erie, Pennsylvania

Date _____

I hereby irrevocably assign to the Erie Education Secretaries Support Professionals, PSEA/NEA from any wages earned or to be earned by me in your employ (in my present employment by you), such sums as the Erie Education Secretaries Support Professionals, PSEA/NEA may certify as due and owing from me as membership dues for said Erie Education Secretaries Support Professionals, PSEA/NEA. I authorize and direct you to deduct such amounts from my pay and remit same to the Erie Education Secretaries Support Professionals, PSEA/NEA with said deductions being divided equally among my pay periods beginning with the second pay period in September and continuing through the school year. This authorization is made pursuant to the provisions of the Agreement between the Board of School Directors of the School District of the City of Erie and the Erie Education Secretaries Support Professionals, PSEA/NEA, dated

October 31, 1977

_____(Signature)

Name: _____

Soc. Sec. No.: _____

Location: _____

All such dues as may be deducted shall be turned over promptly by the Board to the Treasurer or other designated agent of the Association, who will give a proper receipt for the same.

- D. 1) Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by Act 84 of 1988.
- 2) The School District and the Association agree to comply with all provisions of said law.
- 3) The Association agrees to extend to all non-members the opportunity to join the Association.
- 4) If any legal action, including but not limited to a grievance, is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal actions brought against it, and agrees to cooperate fully with the Association in the defense of the case.

The Association agrees to in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this section.

ARTICLE III MANAGERIAL POLICY

Except as specifically provided by the terms of this Agreement, it is understood and agreed that the management of the School District, the direction of the working forces, including the right to hire, promote, demote, suspend, transfer, or discharge for cause, the right to determine the methods, means, and number of personnel needed to carry out the obligations of the Board, the rights specifically enumerated in Section 702 of the Act (as the same may be amended from time to time), and the right to maintain order, safety, and efficiency in its buildings and operations, are all vested exclusively in the Board.

ARTICLE IV NO-STRIKE—NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act. As a condition of the various provisions of this agreement to which the parties have agreed, the Association agrees that, during the term of this Agreement, there shall be no strikes, slowdowns, work stoppages, interruption or impeding of work. Any employee who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. The Board agrees that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement. Provided, however, that this clause shall not prohibit a strike or lock-out which is solely in connection with the exercise of rights granted to either party under the Pennsylvania Public Employee Relations Act in the event of a collective bargaining impasse during negotiations for a renewal of this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

- A. A grievance is a complaint, dispute, or controversy arising under and caused by an event which occurs during the term of this Agreement and which involves the meaning, interpretation, and application of any provision in this Agreement.
- B. The parties agree that an orderly and expeditious resolution of complaints and grievances arising out of the interpretation of this Agreement shall provide for a five-step process. An earnest effort shall be made to settle grievances promptly and equitably at the lowest possible administrative level in accordance with the following procedure:

An employee with a tentative grievance shall first discuss it with his/her immediate supervisor within twenty (20) working days of the event causing the grievance, or, when using reasonable diligence, the grieving party could have known of its occurrence. (In case of employees regularly employed at a school building, immediate supervisor shall mean the principal or his/her designee.) An earnest effort shall be made to resolve the problem at this level in an informal manner. If the oral discussion of the grievance fails to resolve the matter, the grievance may be further processed as follows:

- Level 1 - The employee shall present the grievance, in writing, to the immediate supervisor within twenty (20) working days following the oral discussion. The immediate supervisor must schedule a hearing with the grievant within three (3) working days after the submission

of the grievance. The grievance shall be on and in accordance with a form to be provided by the Personnel Department and available at the office of the immediate supervisor. Following a discussion with the employee and the Association representative, the immediate supervisor shall answer the grievance in writing within five (5) working days following the hearing.

Level 2 - If the answer at Level 1 fails to resolve the grievance, the employee and/or the Association shall refer the grievance to the Director of Personnel Services within five (5) working days of the receipt of the Level 1 answer. The reference shall state the grounds for appeal, and the Director of Personnel Services shall schedule a Level 2 hearing to be held within five (5) working days of receipt of said reference. Following the hearing with the employee and/or the Association, the Director of Personnel Services shall answer the grievance, in writing, within ten (10) working days.

Level 3 - If the grievance is not settled at Level 2, the employee and/or the Association shall, within five (5) working days of receipt of the Level 2 answer, appeal to the Board by filing a written notice stating the basis for appeal with the Superintendent of Schools. A meeting with the Board shall occur within fifteen (15) working days following receipt of such notice. The Board's written decision shall be transmitted to the grievant and the Association within seven (7) working days following the hearing. If the Board decides not to hear the grievance, it shall so notify the aggrieved party and the Association and the grievance may be referred directly at Level 4.

Level 4 - Within five (5) working days of receipt of the Level 3 answer or a notice that the Board waives the Level 3 hearing, the grievance may be submitted to arbitration by the Association as provided in Section 903 of the Pennsylvania Public Employee Relations Act. If the parties cannot voluntarily agree upon the selection of an arbitrator within fifteen (15) working days following the referral to arbitration, they shall then request the Bureau of Mediation to submit to the parties the names of seven (7) arbitrators and the parties shall then proceed in accordance with the procedures set forth in Section 903 of the Act.

The decision of the arbitrator must be in writing and must be based upon an interpretation of the provisions of this Agreement or any supplement or amendment thereto. The arbitrator shall have no power to add to, take from, modify, alter, or amend this Agreement or any supplement or amendment thereto.

The costs for the services of the arbitrator, per diem expenses, if any and actual, and necessary travel and subsistence expense, shall be borne equally by the parties. Any other expenses incurred shall be

paid by the party incurring same.

- C. In the event that a grievance is not processed by the grievant or the Association to the next step in the grievance procedure within the time limit provided, it shall be considered closed on the basis of the last decision on the grievance. The time limits of any level of the grievance procedure may be extended by mutual agreement of the parties.
- D. Any disposition reached by the Board and its representatives and the Association, including the aggrieved employee, under the grievance procedure and any decision of the arbitrator shall be final and binding upon the Board and the Association and the employee or employees specifically involved and cannot be changed by anyone.
- E. Hearings under the Grievance Procedure shall be held after normal working hours. Any bargaining unit member required to attend during his/her work shift shall not suffer any loss in wages for such attendance.
- F. If in the judgment of the Association a grievance affects a group or class of employees, or is a direct complaint about action taken by the Board, Superintendent or Director of Personnel Services, a request to enter the grievance at Level 2 may be made by the Association to the Director of Personnel Services and such request shall not be unreasonably denied.
- G. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- H. In addition to designated Association representatives, the grievant, necessary witnesses, President of the Erie Education Secretaries Support Professionals, PSEA/NEA and the Erie Education Secretaries Support Professionals, PSEA/NEA Grievance Chairperson shall be in attendance and covered by the provisions of this Article.

ARTICLE VI SENIORITY

- A. Seniority is defined as length of continuous, full-time service as an employee of the Erie School District commencing with the date on which the employee began to work after last being hired. It shall be computed in years, months, and days. Said service shall be used to determine all benefits contained in this agreement, regardless of the date on which the employee entered the bargaining unit. For purposes of bidding and reduction in force, however, seniority shall be computed as follows:

An employee entering the bargaining unit prior to October 31, 1977 shall be credited with all continuous bargaining unit and non-bargaining unit service.

An employee entering the bargaining Unit on or after October 31, 1977 shall be credited with only that service accrued from that date forward.

- B. A new employee shall serve a probationary period of ninety (90) calendar days on which the employee is in attendance prior to being considered for a Board appointment. The employee may be terminated for any reason during the probationary period without recourse to the Grievance Procedure. Upon successful completion of the probationary period, the employee shall acquire seniority as of the date the employee actually began to work in accordance with Section A of this Article.
- C. An employee shall cease to have seniority and the employee status shall be severed in the following situations:
1. The employee quits or resigns or retires.
 2. The employee is discharged and the discharge is not reversed.
 3. The employee is absent for two (2) consecutive working days without notifying the immediate supervisor of a valid reason for the absence. If such immediate supervisor is absent or unavailable, such notice shall be given to the Central Personnel Office.
 4. The employee fails to report for work immediately upon termination of the employee's leave of absence, unless it is otherwise extended in advance in writing by the Board or its designee.
 5. The employee is on leave for more than twelve (12) months, unless otherwise extended in advance in writing by the Board or its designee.
 6. While on layoff status, the employee fails to report to work within seven (7) calendar days of the work reporting date. Notice of

such work reporting date shall be considered to be the mailing of a letter by certified mail, postage prepaid, to the last address given by the employee in writing to the Board, with a copy of the letter being sent by certified mail, postage prepaid, to the Association.

7. While on leave of absence, the employee engages in outside, full-time employment, except as authorized by the Board.
- D. In case of a reduction of forces, or the elimination of a function, or the closing of a building, employees within the bargaining unit shall be laid off by seniority as follows:
1. The laid off employee shall first displace the employee with the least amount of seniority (probationary employees being deemed more junior for purposes of this section) within the pay group in which the reduction occurs. The employee now displaced may exercise the option of displacing a less senior employee in a lower pay group, provided that the Personnel Department determines the employee to be capable of performing satisfactorily the duties of the lower position. In the case of an increase in forces after a layoff, employees shall be recalled in the reverse order in which they were laid off.
 2. An employee shall lose all seniority rights and the employee's employment shall be terminated in the event of a layoff for a continuous period of two (2) years if the employee has less than two (2) years' seniority, or layoff for a continuous period of three (3) years if the employee has three (3) or more years' seniority, provided that during the period of time set forth above, the Board may, at intervals not more frequent than three (3) months, send by certified mail to such employee a form on which the employee shall indicate whether or not the employee desires to remain on the seniority list. If the employee returns the form indicating in writing the employee's desire to remain on the seniority list within fifteen (15) calendar days after the notice is mailed, the employee's name shall remain on the list until another notice is sent or until the period of time above has expired. If the employee answers in the negative or fails to answer within the said fifteen (15) calendar days, the employee's name shall be removed from the seniority list.
 3. Furloughed secretaries shall have the first option to accept any available substitute work for which they are qualified based on their seniority ranking.
 4. Furloughed secretaries will be paid their per diem rate, providing they are qualified, only when substituting for an unpaid leave

approved by the Board of Education for one of the employees in the bargaining unit.

Qualifications of furloughed secretaries to fill unpaid leave vacancies will be determined by a meet and discuss with the Association Representatives and the Director of Personnel Services.

- E. No new employee shall be hired until all bargaining unit members on layoff shall have been recalled to positions for which they are qualified. One (1) refusal of a member to return upon recall shall not disqualify him/her providing a less senior member eligible for recall is willing to fill said position.
- F. Whenever seniority is a consideration for making a determination within this agreement and two or more employees have the same seniority as defined in Section A of this Article, the determination shall be made as follows:
 - 1. Date of Board appointment
 - 2. Earliest date of application
 - 3. By lot
- G. No bargaining unit member shall involuntarily be assigned the duties of a non-bargaining unit position.

ARTICLE VII LEAVES OF ABSENCE

A. Child Rearing Leave

- 1. Upon the birth of a child, child rearing leave for a fixed period, up to a maximum of two years, shall be granted at the request of an employee. Extensions beyond the initial request may be granted upon receipt of a written request to the Director of Personnel Services. During the period of the child rearing leave the employee shall not be employed in a job outside of the Erie School District.
- 2. Requests for leave shall be made no later than one month prior to the anticipated commencement of the leave. In the case of employees giving birth, the leave must commence by the date of birth. In the case of male employees, the leave must commence on the date of birth. All leaves shall be consecutive and a return to work will end all right to further leave occasioned by that birth.
- 3. Employees who are pregnant will be permitted to continue to work as long as they are capable of doing so without health risk. In cases where such employees desire to work beyond the sixth month of pregnancy, they must obtain from their attending

physician written advice that the performance of regular duties poses no health risk. This medical advice must be repeated each subsequent month until absence from work commences. If the employee cannot obtain such medical advice the employee will be deemed disabled and eligible to utilize accumulated sick leave.

4. A written statement from the physician of an employee who has given birth shall be submitted verifying fitness to return to required duties as a prerequisite of return to work at the expiration of any period of disability or child rearing leave.
5. An employee is entitled to use all credited sick leave and accrued vacation time for the period during the leave that they are actually disabled from work as a result of pregnancy or child birth, as certified by a physician. Except for paragraph six below, all other portions of the leave recognized by this Article shall be without pay, but employees appointed prior to July 1, 1980 will continue to receive fringe benefits while on leave. Unused sick leave and vacation shall be carried over until the employee returns.
6. For employees not giving birth, a one day paid leave of absence shall be granted for parental responsibilities at the time of birth or adoption of a child, without regard to the one month notice requirement set forth above. This one day allowance may be extended in unusual circumstances with the approval of the Director of Personnel Services.

B. Funeral Leave.

1. All employees shall be allowed five (5) work days or seven (7) consecutive days, beginning with the day following the death, with full pay, in each case of death of a member of the immediate family. The term "immediate family" shall mean the following: mother, father, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents or step-siblings with whom the employee resides or with whom the employee was reared, a near relative of the employee who resides in the same household as the employee or any other person with whom the employee resides and makes his household at the time of such leave. In other cases — grandmother, grandfather, grandson, granddaughter — absence shall be allowed without loss of regular wages through the day of the funeral. In cases of death of near relatives (first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law), an employee shall be allowed time off without loss of pay, up to one scheduled work day, to attend the funeral. Absence for funeral leave shall not affect accumulated sick leave.

2. In cases of unusual or extenuating circumstances, the Superintendent may use his discretion in extending the number of days leave under this section. Should said extension be granted via a telephone request, the member shall submit a written confirmation of said request to the Superintendent upon return from said leave. In other instances, however, a written request shall be submitted to the Superintendent for approval when possible, prior to taking said extended funeral leave.
- C. Jury Duty and Court Leave. An employee who is called for jury service in a County, State or Federal Court of record sitting in Pennsylvania, or who is subpoenaed as a witness by order of such Court having personal jurisdiction over the employee, shall be excused from work for the days on which the employee serves or appears as a witness without loss of pay. In order to be eligible for such benefit, the employee shall notify the employee's supervisor in writing immediately upon receipt of the call for jury duty or the subpoena. After such duty or subpoena, the employee shall present proof of compliance from the appropriate public official and return to the School District of the City of Erie the amount of pay received for such duty or appearance as a witness, exclusive of any mileage allowance.
 - D. Sick Leave. Credited sick leave shall be in addition to the accumulated and unused sick leave credited to the employee as of the preceding June 30th. The total unused portion of such sick leave shall accumulate from year to year without limitation. The granting and accumulation of such sick leave is subject to the following:
 1. It is understood and agreed that, to the extent provided herein, the purpose of sick leave is to protect the employee from loss of income due to sickness and injury and, therefore, may be taken and charged only during the employee's regular work year.
 2. Employees shall be given a written accounting of accumulated sick leave no later than October 1st of each year.
 3. Absence due to an injury or disability which is or would normally be compensable in accordance with the Pennsylvania Workers' Compensation Act shall not be chargeable to sick leave and the Board shall continue the employee's base salary and benefits for the duration of the absence, but not to exceed one (1) calendar year from the date of injury provided the employee agrees in writing to return to the Board any Pennsylvania Workers' Compensation and Social Security benefit related to the injury received by the employee. Likewise, absence on maternity leave, funeral leave, jury duty and court leave, and personal leave shall not be charged to sick leave. An employee's absence due to mumps, scarlet fever,

measles, chicken pox, scabies, or head lice contracted during the school year, as certified by a physician, shall not be charged to sick leave and the employee shall not suffer loss of regular pay because of such absence.

4. Effective each July 1 for the term of this agreement, a permanent, full time employee of the Board shall be credited with twelve (12) days of paid sick leave.
5. An employee absent on any type of unpaid leave shall not further accumulate sick leave during the absence. Sick leave accumulated prior to a Board approved leave of absence shall be credited to the employee upon return from the leave.
6. An employee who is absent on funeral leave, jury duty and court leave, or personal leave and who becomes sick or ill under circumstances that would have permitted the employee to obtain sick leave and had the employee been at work at the time of such injury or the commencement of such illness, shall be entitled to sick leave in accordance with this Section.
7. An employee whose employment commences after July 1 or who returns from leave after July 1, which leave commenced prior to July 1, shall be credited with sick leave at the rate of one day for each month or part of a month remaining in the year ending the following June 30 as of the time of commencing employment or the return to work.
8. An employee shall be required to furnish a doctor's certificate when returning from a sick leave exceeding two (2) days. Such certification from the attending physician will be on a form provided by the Personnel Department and will state that the employee is able to return to full time employment in his or her job classification.
9. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of the employee's paid sick leave may be granted a leave of absence without pay by the Board for the duration of the illness, not to exceed one continuous year. Request for unpaid sick leave extension shall be made in writing to the Personnel Department.

An employee granted such unpaid sick leave extension shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave, or seniority during the period of such leave, except as otherwise provided by State Law. The Board shall carry all insurance policies on their employees during any such approved unpaid sick leave for a maximum period of one year. A doctor's certificate stating the employee is able to return to work must be submitted to the Director of Personnel Services before employment commences.

If the employee does not return to work upon the expiration of the unpaid sick leave extension, the employee shall be terminated.

10. A new employee in the first month of employment, must be employed at least fifteen (15) calendar days to be credited with one-half (1/2) day of sick leave and thirty (30) calendar days to be credited with one (1) full day of sick leave; an employee returning from a leave of absence must work at least ten (10) work days to be credited with one-half (1/2) day of sick leave and twenty (20) work days to be credited with one (1) full day of sick leave.

E. Personal Leave.

1. Employees shall be entitled to three (3) days of personal leave per year. "Year" means twelve (12) months of consecutive employment, including the probationary period. Employees will be entitled to start to use their three (3) personal days upon successful completion of their probationary period. In the event that an employee does not use any of the allowed personal days during the work year (July 1 through June 30), the unused day or days will be credited to that employee's accumulated sick leave as of the beginning of the following school year.

Employees commencing employment after August 1, 1987 shall be entitled to three (3) days of personal leave per year. "Year" means twelve (12) months of consecutive employment, including the probationary period. Employees will be entitled to start to use their three (3) personal days upon successful completion of their probationary period. In the event that an employee hired after August 1, 1987 does not use any of the allowed personal days during the year, (service date through twelve months of employment), the unused day or days will be credited to that employee's accumulated sick leave as of the beginning of following year of employment.

Such leave will be used for matters which cannot be scheduled outside of work hours.

Requests for personal leave shall be made in writing to the immediate supervisor at least five (5) calendar days in advance of the day requested.

Personal days may not be used during the first week of school, the month of June, or on the work day immediately preceding or following any regular holiday or vacation period.

2. It is understood that personal leave will not be used for vacation days in themselves or to extend vacations, holidays, or weekends.
3. In the event of a bona-fide emergency (a situation which could

not have been anticipated under normal circumstances), the employee's supervisor may, at the supervisor's discretion, make an exception to the above conditions for one (1) of the three (3) personal days.

4. Personal days may be scheduled in one-half day segments.
5. In the event that an employee does not use the allowed personal days during the work year (July 1st through June 30th) or anniversary year one day will be credited to that employee's personal leave account for the following work year (July 1st through June 30th) or on the employee's anniversary date, whichever is applicable, for a maximum of four (4) days.
6. Only three (3) personal days may be used at one time. Any additional days not used shall be credited to the employee's accumulated sick leave as of the beginning of the following year.

F. Military Leave.

1. A military leave of absence, with re-employment rights upon completion of the leave, shall be granted to an employee in conformance with state and federal regulations governing such leave and reemployment.
2. Employees shall be granted a military leave of absence for reserve training for a period of fifteen (15) days with pay as prescribed by law.

G. General Leave. Upon written application, an unpaid leave of absence for a specified period of time and purpose may be granted to employees not to exceed fifteen (15) working days at the discretion of the Board or its designee.

H. Adoption Leave. The District shall grant leaves of absence to employees for adoption according to the following terms and conditions:

1. Upon determination of the date of adoption the employee shall notify the Director of Personnel Services in writing of such date. When said notice is received by the Personnel Office the employee may submit a request for leave of absence.
2. The said leave shall be granted up to a maximum of two (2) years. If the employee desires to return to work before the expiration of the leave, the request must be submitted in writing to the Director of Personnel Services at least thirty (30) calendar days prior to the desired return to work date.
3. Additional adoptions during the period of a leave cannot be used to gain additional adoption leave.

4. The employee applying for and securing a leave of absence under the provisions of this Section shall not receive salary from the effective date of said leave until the employee returns to full time employment in his/her job classification.
- I. Miscellaneous. Except as may otherwise be provided in this Agreement or by law:
- 1) Seniority shall accumulate during any paid leave of absence.
 - 2) During any unpaid leave or unpaid leave extension, the employee shall retain but not further accumulate seniority or accrue any retirement, vacation, sick leave, or other fringe benefits by reason of seniority the employee held at the beginning of such leave.
 - 3) For employees assigned to work in school buildings, or otherwise not covered by paragraph four below, upon return from any leave the employee shall be placed in the employee's former job, if physically qualified, the position is in existence, and work is being performed in the position; or to another position in the manner described in Article VI (D).
 - 4) For employees assigned to the Administration Building, when an employee goes on a leave that is scheduled to, or, in fact, lasts nine months or more, the District can, at its option, and at any time, either fill it with a temporary employee or declare the position vacant and fill it pursuant to Article IX. Any position vacated as a result of bidding on such vacancy may likewise be filled with either a permanent or temporary employee, at the option of the District. Employees subject to this sub-section returning from a leave that was scheduled to, or did, in fact, last nine months or more, shall be returned to positions in the Administration Building, or to their former position, in the following manner: first, to their former position, if it is occupied by a temporary; if this position is not available then to any vacant position within their classification; if no vacancies exist, then to any other position within their job classification occupied by a temporary employee; if none exists then to the position occupied by the least senior employee in the same classification, if seniority permits. If the employee cannot be placed into the Administration Building in this manner, the employee will be permitted to exercise seniority rights to other positions in the manner described in Article VI (D).

If a reduction in force occurs while an employee is on leave under this section, and seniority does not entitle the employee to a position upon return from leave, recall rights shall be measured from the date the employee would have been laid off had the employee not been on leave.

Upon return from a leave scheduled for less than nine months, an employee shall be returned to the former position if physically qualified; the position still exists; and work is actually being performed in the position. If an employee cannot be returned to the former position, the employee will be placed in a position in the same manner as provided for employees returning from leaves of nine months or more.

J. Christmas Shutdown

WORK SCHEDULE FOR ALL EMPLOYEES COVERED BY THE ERIE EDUCATIONAL SECRETARIES ASSOCIATION:

CHRISTMAS, 2009

December 24, 2009	-	Previously Contracted Holiday
December 25, 2009	-	Previously Contracted Holiday
December 28, 2009	-	Christmas Shutdown
December 29, 2009	-	Christmas Shutdown
December 30, 2009	-	Christmas Shutdown
December 31, 2009	-	Previously Contracted Holiday
January 1, 2010	-	Previously Contracted Holiday

CHRISTMAS, 2010

December 23, 2010	-	Previously Contracted Holiday
December 24, 2010	-	Previously Contracted Holiday
December 27, 2010	-	Christmas Shutdown
December 28, 2010	-	Christmas Shutdown
December 29, 2010	-	Christmas Shutdown
December 30, 2010	-	Previously Contracted Holiday
December 31, 2010	-	Previously Contracted Holiday

CHRISTMAS, 2011

December 22, 2011	-	Previously Contracted Holiday
December 23, 2011	-	Previously Contracted Holiday
December 26, 2011	-	Christmas Shutdown
December 27, 2011	-	Christmas Shutdown
December 28, 2011	-	Christmas Shutdown
December 29, 2011	-	Previously Contracted Holiday
December 30, 2011	-	Previously Contracted Holiday

CHRISTMAS, 2012

December 24, 2012	-	Previously Contracted Holiday
December 25, 2012	-	Previously Contracted Holiday
December 26, 2012	-	Christmas Shutdown
December 27, 2012	-	Christmas Shutdown
December 28, 2012	-	Christmas Shutdown
December 31, 2012	-	Previously Contracted Holiday
January 1, 2013	-	Previously Contracted Holiday

CHRISTMAS, 2013

December 24, 2013	-	Previously Contracted Holiday
December 25, 2013	-	Previously Contracted Holiday
December 26, 2013	-	Christmas Shutdown
December 27, 2013	-	Christmas Shutdown
December 30, 2013	-	Christmas Shutdown
December 31, 2013	-	Previously Contracted Holiday
January 1, 2014	-	Previously Contracted Holiday

CHRISTMAS, 2014

December 24, 2014	-	Previously Contracted Holiday
December 25, 2014	-	Previously Contracted Holiday
December 26, 2014	-	Christmas Shutdown
December 29, 2014	-	Christmas Shutdown
December 30, 2014	-	Christmas Shutdown
December 31, 2014	-	Previously Contracted Holiday
January 1, 2015	-	Previously Contracted Holiday

- K. Building Closings. Whenever an employee is sent home early because of closing a district building for any reason, said employee shall receive his/her normal compensation for that shift just as if he/she has, in fact, completed his/her scheduled work day.

ARTICLE VIII

WAGES, HOURS OF WORK, AND OVERTIME

- A. Wages for all employees shall be in accordance with Exhibit B attached hereto and by this reference made a part hereof. Job classification titles are for the purpose of general identification, and the job classification of an employee shall not preclude management, except as referenced elsewhere in this agreement, from temporarily assigning the employee to work other than that which normally falls within the meaning of the job classification title. Such temporary assignments shall not exceed sixty (60) calendar days unless agreed to by the employee.
- B. The regular work week shall consist of five (5) days, Monday through Friday. Up to seven (7) hours, exclusive of lunch period not to exceed one (1) hour, shall constitute a regular day's work, and up to thirty-five (35) hours, exclusive of lunch periods, a regular work week. Nothing in this Agreement, however, shall be construed as a guarantee of hours of work per day or week, or of days of work per week.

Positions in the bargaining unit assigned to the Administration Building or assigned to a school building where there are two school secretaries will continue to work a 7-hour day schedule, unless otherwise modified by the provisions of Article VIII.

The sixteen (16) positions in the school buildings that are assigned to work alone (i.e., one secretary is assigned to the building) will work a 7 1/2-hour workday for 180 days during the year. (These 180 days take into account the 177 student days now on the calendar. In the event the number of student days increases, the number of 7 1/2-hour days will be increased by the same number.) The remaining days of the work year will be scheduled to work 7 hours a day. The District will prepare the work schedule each year, and give notice of it to the secretaries holding position in the school buildings no less than 30 days before July 1st.

Points of clarification regarding the 7 1/2 / 7 schedule:

1. Secretaries will be paid based on hours worked (i.e., the 16 secretaries in the school buildings will be paid more during the school year when they work 7 1/2 hour days).
2. Paid time off (including vacation, sick leave, personal days) will be

compensated at the rate of the number of hours scheduled for the day or days absent.

3. Where paid time off has been permitted to be scheduled in one-half day increments, a one-half day absence is counted the same whether it is taken/used on a 7 1/2 hour day or a 7 hour day.
4. When a secretary takes paid time off, unpaid leave, or FMLA, the same number of days will be deducted from the employee's allotment regardless of whether it is taken/used on a 7 1/2 hour day or a 7 hour day.
5. Seniority will be computed the same whether the time credited is a 7 1/2 hour day or a 7 hour day.
6. Among the 16 secretaries described above, during the school year a secretary's regular hourly rate shall be paid for all work in excess of 7 1/2 hours but less than 8 hours in any one day and for hours worked in excess of 37 1/2 hours but less than 40 hours in any one week.

The foregoing 7 1/2 schedule will become effective for the year commencing July 1, 2010. It will remain in effect for two years, until June 30, 2012, at which time the District may exercise its discretion and return to the work schedule currently in effect.

- C. Determination of starting and quitting times shall be made by management. Regular work hours for the first shift shall not ordinarily commence before 7:30 a.m. nor extend beyond 5:30 p.m.

Regular work hours for the second shift shall not ordinarily commence before 3:00 p.m. nor extend beyond 12:00 midnight; and for the third shift, before 11:00 p.m. nor extend beyond 8:00 a.m.

- D. A shift differential of fifteen cents (15) per hour shall be paid to all employees assigned to work on the second shift and twenty cents (20) per hour to all employees assigned to work on the third shift.
- E. The Board agrees that it will not schedule split shifts.
- F. Time and one-half the employee's hourly rate shall be paid for all work in excess of eight (8) hours in any one day, and time and one-half the employee's hourly rate shall be paid for all work in excess of forty (40) hours in any one week. An employee who is absent due to bona-fide paid illness, vacation, paid holiday or other authorized paid leave shall not have the absence offset for purposes of calculating overtime. The employee's regular hourly rate shall be paid for all work in excess of seven (7) hours but less than eight (8) hours in any one day and for hours worked in excess of thirty-five (35) hours but less than forty (40) hours in any one week.

ARTICLE IX PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as a position vacated due to a death, resignation, dismissal, retirement, transfer or promotion, or a position newly created by the Board.

Whenever a new position or permanent vacancy occurs in the Bargaining Unit, the vacancy, if it is to be filled (as determined by the Board or its representative), shall be posted upon the main bulletin board in each building in the School District and at the Central Administration Building.

Such job postings shall occur within thirty (30) calendar days of the vacancy or new position and said vacancy or new position will be filled within forty-five (45) calendar days of the termination date of the posting.

The posting shall set forth the position, qualifications required, a general description of the duties at the time of filling, location, working hours, job classification, wages to be paid, and application information. A copy of said posting shall be sent to the President of the Association at the same time it is posted.

No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for a period of at least two (2) calendar weeks. Each applicant for the position and the President of the Association shall be notified of the disposition of the applications. Temporary jobs expected to last no more than sixty (60) calendar days shall not be subject to the job posting requirements.

- B. Any employee within the bargaining unit may apply for such job vacancy on a Board provided form submitted to the Coordinator of Personnel Services during the weeks of the job posting. Promotions and job transfers to the vacancy shall be made on the basis that the employee has the requisite qualifications, skills, and abilities to perform the job, as determined by the Board. In cases where it is determined that two or more employees have the requisite qualifications, skills, and abilities to perform the job, the employee with the most seniority shall be transferred. When a request for transfer is approved, the employee will be transferred to the new position within thirty (30) calendar days after notification of approval. The foregoing is subject to the provision that an employee will not be permitted more than one (1) change (promotion or transfer) by job bidding or application in a nine (9) month period beginning with the first change.
- C. The parties recognize and agree that it is desirable in making transfers that the Board consider the interests and qualifications of

the employee, and that the Board may initiate transfers in order to carry out its obligations in the direction of personnel. Prior to effecting such transfers the Board, acting by its agents, shall meet and discuss the transfer with the Association.

D. When either a vacancy or opening is not filled through any of the procedures set forth above by an active bargaining unit member and no qualified employee on layoff is desirous of said vacancy or opening, the Board may fill the vacancy or opening with such other person as it deems appropriate.

E. An employee permanently transferred to a Pay Group one group higher than the employee's current group shall receive the position rate for the job in the higher group.

An employee, whose annual salary rate is below the position rate for the employee's job, and who is permanently transferred to a Pay Group more than one group higher than the employee's current group, shall receive an increase in annual salary rate toward the position rate for the new job. Such increase shall be one-half of the difference between the employee's current rate and the position rate for the new job. Such employee will progress to the position rate for the new job twelve (12) months thereafter.

An employee whose annual salary rate is at or above the position rate of the employee's job and who is permanently transferred to a Pay Group more than one group higher than the employee's current group, shall receive the position rate for the new job.

An employee permanently transferred to a lower Pay Group shall receive during the first sixty (60) calendar days thereafter the rate of pay which the employee had been receiving prior to the transfer and thereafter receive the position rate for the new job.

An employee temporarily transferred to an encumbered position in a higher pay group will be paid in accordance with the provisions of this Article regarding permanent transfers for as long as the temporary transfer is in effect. Upon termination of the temporary transfer, the employee will be returned to the employee's original job with full accrual of seniority and benefits as though the employee had not been transferred.

F. Upon request by the Association, and as provided for in the Pennsylvania Public Employee Relations Act, the Board agrees that during the term of this Agreement and acting by its designated representatives, it will meet and discuss with representatives of the Association the placement of specific jobs within the Pay Group structure set forth in Exhibit A.

- G. Nothing in this Agreement will prevent a bargaining unit employee from applying for any available job outside the bargaining unit. Any such employee may indicate, by letter to the Coordinator of Personnel Services, the employee's availability and interest in applying and being considered for such job, the letter to be effective for not more than one year, being renewable thereafter in writing.
- H. Tests will only be used to determine the skills and abilities of an employee who is requesting a transfer to a position which requires new or more proficient skills and abilities than those required in the employee's present position's job description.
- Testing will not be required to determine a skill or ability if the employee can provide evidence that he or she has achieved proficiency through an approved course of instruction which demonstrates the employee's possession of the required skill or ability.
- I. The parties recognize and agree that it may be necessary from time to time to reclassify positions of the bargaining unit to a higher pay group and job classification because of added quantitative and/or qualitative responsibilities, and that the Board may initiate such reclassifications in order to effect its rights under Article III of this Agreement. Prior to taking action on such reclassification, however, the Board agrees, acting by its agents, to meet and discuss said contemplated action with representatives of the Association as designated by its President.
- J. If any employee in this bargaining unit is awarded a job with the District outside of this bargaining unit and fails to successfully complete whatever probation period applies in the new job, the employee will be permitted to bump back to his old position in this bargaining unit. This provision will not be effective until/unless an identical provision is in effect in each other agreement that the District has with non-instructional employee bargaining agents.

ARTICLE X HOLIDAYS

- A. The following days will be celebrated as holidays on which bargaining unit employees shall be granted time off from work without loss of pay:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Good Friday	Monday after Thanksgiving
Easter Monday	December 24
Memorial Day	Christmas
Independence Day	December 31
Labor Day	

- B. An employee shall be eligible to be paid for the holiday only if the employee works the last Board scheduled day prior to and the next Board scheduled day after such holiday. The employee shall not forfeit the employee's holiday pay if the employee is absent due to the following conditions:
1. The employee is absent from work due to a verified personal illness or injury and is on paid sick leave.
 2. The employee is on vacation prior to or following such holiday. An employee shall be entitled to an additional vacation day when a holiday occurs during a regularly scheduled vacation.
- C. A holiday occurring on a Saturday shall be celebrated on the preceding Friday and a holiday occurring on a Sunday shall be celebrated on the following Monday.
- D. In no case, however, shall the number of holidays to which the employee is entitled be less than the number listed in Section A of this Article.

ARTICLE XI VACATIONS

- A. An employee shall not be eligible for vacation until the employee has received a permanent Board appointment and has completed the employee's probationary period.
- B. Eligible, full time, twelve month (260 day) employees coming under the terms of this agreement shall be entitled to vacation with pay as of June 30 of any year based upon the following schedule of continuous service completed prior to June 30:

Less than 12 months	One day vacation for each full month of work, not to exceed ten (10) days
At least one year but less than five	10 days
At least five years but less than ten	16 days
At least ten years but less than thirteen	17 days
At least thirteen years but less than fourteen	18 days
At least fourteen years but less than fifteen	19 days
At least fifteen years but less than sixteen	20 days
At least sixteen years but less than seventeen	21 days
At least seventeen years but less than eighteen	22 days
At least eighteen years but less than nineteen	23 days
At least nineteen years but less than twenty	24 days
Twenty years or more	25 days

- C. In order to be eligible for any vacation or vacation pay, the employee must have worked at least 200 days during the preceding vacation year, (that is from July 1 through June 30). Time off from work on paid sick leave, paid jury duty and court leave, paid funeral leave, paid holidays, and vacations shall be counted as days "worked." In the event that the employee has worked less than 200 days, the employee will receive a pro-rata vacation with pro-rata vacation pay, based on the proportionate part of 200 days worked.
- D. Vacation time will be taken at times which are mutually agreed upon by the employee and the supervisor. Wherever practicable, vacation preference of the employee shall be honored in accordance with School District seniority. It is understood the vacation periods must conform with requirements for qualified personnel to perform necessary work.

- E. Vacation time off which is not taken by the employee during the vacation year shall be forfeited although up to ten (10) unused vacation days each year may be converted to sick days for the employee. Vacation time off will not be forfeited in any case where the employee is not granted sufficient time off by management. An employee who terminates the employee's employment shall be entitled to any unused, earned vacation pay. The employee shall also be entitled to vacation pay on a pro-rata basis for the time worked since July 1 in the current vacation year as stipulated in Section C of this Article.
- F. Upon approval of the immediate supervisor and the Coordinator of Personnel Services, vacation time may be taken within forty-five (45) calendar days past the normal vacation year (July 1 through June 30) without forfeiting any vacation time earned.
- G. Vacation time may be scheduled in one-half day segments.
- H. During the term of this Agreement, vacations will be credited to the employee as of July 1st for work performed during the preceding year; provided, however, that in the case of employees who are entitled to increments in vacation time above and beyond ten (10) days as set forth in Paragraph B of this Article, such increments shall be credited as of the employee's anniversary month and day of continuous service, but the taking of such incremental day or days of vacation time will be subject to the remaining paragraphs of this Article.

Anniversary increments must be taken prior to the July 1st following the date of crediting of the increment or the increment shall be forfeited.
- I. At the time of furlough an employee must use all earned, but unused vacation over one year's allotment to defer the effective date of the furlough. Additional earned vacation also may be used for this purpose; but an employee may reserve up to one year's allotment for use when recalled from furlough. At any time before seniority is broken an employee on furlough may cash in earned, but unused reserved vacation.

ARTICLE XII INSURANCE

A. Health Insurance

1) Benefits. The District will make available, to all employees after their first 90 days of employment, health care benefits as provided in the existing "PPOBlue" plan, as modified below.

Specialist Office Visit:	\$15 co-payment
Physician Office Visit:	\$15 co-payment
ER:	\$50 co-payment
Out-of-Network Deductibles:	\$1,000 individual, \$2,000 family / Max \$2,000 individual, \$4,000 family
Retail Prescription Co-Payments:	\$8 generic, \$20 brand
Mail Order Prescription Co-Payments:	\$16 genetic, \$40 brand

2. Employee Contribution

- a) All employees enrolled in health insurance coverage, regardless of category of coverage, will pay the following amounts each month through payroll deduction:

Effective July 1, 2009:	\$30
Effective July 1, 2010:	\$35
Effective July 1, 2011:	\$40
Effective July 1, 2012:	\$50
Effective July 1, 2013:	\$60

The District shall establish and maintain a Section 125 plan to enable tax free coverage of the premium share amounts.

- b) An employee enrolling in any category of dependent coverage must pay, through payroll deduction, an amount equal to 80% of the cost of the dependent portion for the first year of enrollment for such coverage. Employees will receive credit for dependent coverage payment made prior to the effective date of this contract. If the dependent coverage category of an employee changes at any time so as to normally result in a greater employee contribution, 80% of the difference between the old and new amount is to be deducted for the one-year period before such additional contribution amount is to be waived. Employees paying for dependent coverage under this section shall have their obligation spread over three years, during which the monthly premium sharing payments set for in (a) above will not be required. The total owed by an employee will be based on the cost difference in the first year.
- 3) It is understood that individual differences between individual

applicants, beneficiaries, the processors of claims, and the insurer(s) are not subject to the grievance procedure of this contract if the health insurance carrier selected by the District at any time comes under the jurisdiction of the Pennsylvania Insurance Commission. In the event the health insurance carrier selected by the District at any time does not come under the jurisdiction of the Pennsylvania Insurance Commission, individual differences between individual applicants, beneficiaries, the processors of claims, and the insurer(s) are subject to the grievance procedure of this contract. The normal claims procedure of the insurer(s) shall be utilized prior to appeal to the Pennsylvania Insurance Commission or utilization of the grievance provision of this contract as provided above.

- 4) If at any time the health insurance that the Board provides is other than the Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09 as reflected in the teachers' contract, then the Association at its option may demand the implementation of the following special grievance procedure: the arbitration panel will consist of three (3) members, all of whom will be selected through the American Arbitration Association. The selection process for the panel and the procedures that the panel will follow will be governed by AAA rules, unless those rules are specifically modified by this agreement. The arbitrators will be selected, hold hearing(s), receive briefs if requested, and render a decision within sixty (60) days.
- 5) The decision of the arbitration panel will be final and no appeal may be taken to any forum by either party. The question to be submitted to the arbitration panel shall be as follows: Is the insurance that the District is carrying equivalent to or greater than the Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09?
- 6) If the decision is that the insurance is not equal to or greater than the Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09, the Board shall immediately solicit bids for a replacement carrier to provide insurance equal to or greater than the Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09, stipulating receipt of said bid within thirty (30) days of the date that the arbitration decision issues. The Board shall select a carrier from bids received in timely manner and shall institute the coverage under the new carrier no later than sixty (60) days after the date the arbitration decision is issued. However, the insurance carrier so selected must offer insurance equal to or greater than that of the current Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09.
- 7) No member of the bargaining unit shall suffer monetary loss due to the Board selecting a health insurance carrier other than Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09, except in cases where the

bargaining unit member would have suffered the same or greater loss under the Blue Cross/Blue Shield PPO Blue benefits as of 7/1/09. The District shall assume responsibility for any loss suffered.

- 8) If the current health insurance carrier selected by the District at any time does not come under the jurisdiction of the Pennsylvania Insurance Commission, the revisions of Article XII, Section A, Paragraph 2, shall be waived by the parties.
- 9) The District may, at its discretion, offer cash incentives for employees to decline insurance coverage, provided that it shall not do so in a manner that jeopardizes the non-taxable status of insurance benefits provided to those who do not take advantage of such incentives.

B. Life Insurance and Accidental Death and Dismemberment The Board shall provide without cost to employees life insurance protection which shall pay to the employee's designated beneficiary upon death \$35,000 and Accidental Death and Dismemberment protection in the amount of \$35,000.

C. Other Insurance Benefits

1) The Board will provide insurance coverage when an employee, while on school premises or on school business, suffers a physical disability as a result of a student's or non-student's malicious assault.

The total benefit under this coverage, including payments from Pennsylvania Workers' Compensation, Social Security, and Insurance, will be 70% of the employee's salary at the time of the assault.

Said coverage shall continue for the period of the disability or until the employee voluntarily retires or reaches age 65, whichever is first in time.

2) Absence due to injury and disability as a result of an assault by students or non-students on school property or on school business shall not be charged against the employee's sick leave days and the Board shall continue his salary and benefits for the duration of the absence, but not to exceed two (2) calendar years from the date of the injury, provided the employee agrees in writing to return to the Board any Pennsylvania Workers' Compensation, Social Security, and other Insurance Benefit Payments or monies obtained (not to exceed payments made to the employee by the School Board) relating to the assault.

Any benefit payment under an employee's private insurance program need not be returned to the Board.

If the employee fails to reimburse the Board as agreed, continuation of his salary and benefits shall cease.

D. Tax-Sheltered Annuities

Employees may participate in a Tax-Sheltered Annuities Program. The Board shall administer the program at no expense to employees. This program shall be provided by qualified companies as approved from time to time by the Association. The companies participating in the Tax-Sheltered Annuity Program shall number no more than nine (9).

E. Dental Plan

The Board shall provide a dental plan with full paid individual and family coverage.

The benefits shall be as follows:

Dental Treatment Costs

<u>Dental Services</u>	<u>Paid by Carrier</u>	<u>Paid by Patient</u>
Diagnostic	100%	0%
Preventive	100%	0%
Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Periodontic	100%	0%
Prosthodontic	50%	50%
Orthodontic	50%	50%

Maximum - \$1,000 per person, per calendar year, with a separate orthodontic maximum of \$1,000 per case.

F. Vision Plan

The Board shall provide a vision care plan for the employee, without cost to the employee, including family coverage at no cost to the employee, the benefits of which shall be as provided in Manage Vision Care Option 1 as reflected in the teachers' contract.

G. The Board shall allow those employees on maternity leave or child rearing leave to reimburse the District for premiums for hospital, medical, surgical, and major-medical insurance benefits as set forth in Paragraph A of this Article while such employee is on leave. Premiums must be paid in advance in accordance with District payment schedule.

H. 1) Employees who retire into the Public School Employees' Retirement System may continue their membership under hospital, medical, surgical, major-medical insurance and dental insurance programs as may exist now or hereafter up to age 65 or when they become

eligible for Medicare, whichever occurs first, provided they pay to the District at a time specified by the District a lump sum necessary to cover the entire cost of the annual premium. Benefits available to future retirees shall be the same as are provided to active employees, as modified from time to time.

Notwithstanding anything above which creates an obligation on the part of the District to provide benefits at its expense, the District's obligation shall, for any of the negotiated benefits, be reduced by an amount equal to any subsidy for such benefits a retired employee is eligible to receive from the PSERS, whether payable directly to the employee or to any insurance provider. The intent of this section is to fully offset available PSERS subsidy payments against the District's portion of the monthly cost of benefits. It is also understood that retirees will not pay the premium share that is required of active employees. It is understood that premium assistance is paid to the district only as long as the employee receives insurance from the District.

2)The Board shall provide paid hospital, medical, surgical and major medical insurance benefits for retirees at any age who qualify with twenty-five (25) years of service in the Pennsylvania Public School Retirement System and have at least ten (10) years with the Erie School District; or who are age 62 with at least ten (10) years of service in the Erie School District; coverage effective up to age 65 or when they become eligible for Medicare, whichever occurs first; coverage will remain the same as in effect at time of retirement and will only decrease if the retiree no longer has eligible dependent(s); dependent coverage may not be increased from what was in effect at time of retirement.

3)This provision shall not be subject to the Grievance Procedure by retired employees.

- I. The insurance benefits described in this Article shall be improved by the Board to be equal to any insurance benefits which may be agreed upon by the Board as a result of contract negotiations with any other School District bargaining unit during the term of this agreement. Such improved benefits, if any, will be applicable to this Contract on the same date as they become effective in the Board's contract with any other School District bargaining unit.

ARTICLE XIII TERMINAL PAY AT RETIREMENT

An employee who retires from the Erie School District shall be paid for his/her unused accumulated sick days at the rate of 60% of his/her per diem rate not to exceed \$80 per day with unlimited accumulation, provided the District is notified by letter to the Personnel Department at least ninety (90) days prior to July 1 of the planned retirement occurring during the following school year. In any event, the employee shall be paid an amount of not less than \$500. This amount will be included in the employee's last paycheck. Payment for accumulated sick days at time of retirement shall include any days accumulated during the retirement year up to twelve (12) days prorated on the basis of the number of months worked prior to the date of retirement.

If the employee does not apply by July 1, he/she will not receive payment for unused sick days or Early Retirement Incentive until July of the following year.

Employees shall also have the option of being paid for unused accumulated sick days as follows:

Age at retirement to be subtracted from age 65; this number of years will be divided into total amount due to be reimbursed to retiree for unused accumulated sick days. This amount will be paid to the retiree in July of each year up to age 65.

In the event of the death of the retiree, the balance of the amount due will be paid to the retiree's beneficiary or estate each July in the same yearly amount being paid the retiree.

ARTICLE XIV OTHER BENEFITS

A. LONGEVITY PAYMENTS

Any member of the Erie Education Secretaries Support Professionals, PSEA/NEA who has completed at least 20 but less than 25 years of service, all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$300 in addition to his/her regular established salary; any member of the Erie Education Secretaries Support Professionals, PSEA/NEA who has completed at least 25 but less than 30 years of service, all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$400 in addition to his/her regular established salary; any member of the Erie Education Secretaries Support Professionals, PSEA/NEA who has completed 30 or more years of service,

all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$500 in addition to his/her regular established salary. Provided, however, the longevity set forth in this Subsection shall only be paid in the case where the employee has worked the full work year.

These payments will be made a part of the regular established salary.

B. DEATH BENEFIT AFTER RETIREMENT

The Board will provide a \$3,000 death benefit made payable to the employee's beneficiary or estate with the following restrictions:

- 1) Ten (10) consecutive years in the Erie School District
- 2) Must retire into the Public School Employees' Retirement System
- 3) Payment of death benefits shall be based on the contractual amount in effect at the time of retirement.

C. PAID HOSPITALIZATION

- 1) The Board shall provide paid hospital, medical, surgical and major medical insurance benefits for retirees at any age who qualify with twenty-five (25) years of service in the Pennsylvania Public School Retirement System and have at least ten (10) years with the Erie School District; or who are age 62 with at least ten (10) years of service in the Erie School District; coverage effective up to age 65 or when they become eligible for Medicare, whichever occurs first; coverage will remain the same as in effect at time of retirement and will only decrease if the retiree no longer has eligible dependent(s); dependent coverage may not be increased from what was in effect at time of retirement.
- 2) Retirees who qualify will have the option of choosing (1) early retirement incentive as contained in Section C of this Article; or (2) the paid hospital, medical, surgical, major medical insurance benefits as stated above. Retirees are not eligible for both benefits.
- 3) This provision shall not be subject to the Grievance Procedure by retired employees.

D. 403(b) Plan

The District will establish and maintain a Section 403 (b) Discriminatory Plan for the benefit of retiring employees. All sums payable under Article XIII (Terminal Pay at Retirement) shall be paid into this plan rather than directly to the employee.

ARTICLE XV GENERAL

- A. There will be two rest periods during each full work day as follows: a fifteen-minute rest period during the first half of the day and a fifteen-minute rest period during the second half of the day. In cases where work is scheduled for one-half day only, there shall be one fifteen-minute rest period.
- B. The Association shall be assigned space on the bulletin board in the employees' cafeteria in the Central Administration Office for the purposes of posting:
 - 1. Official notices of Association meetings; elections; or educational, recreational, and social affairs.
 - 2. Other notices approved by the Board in advance.
- C. All references contained in this Agreement shall be deemed to apply to both male and female employees regardless of the gender implied in the reference, except for those matters which, from the context, could only apply to one sex or the other.
- D. Copies of this Agreement shall be printed at the expense of the Board. Distribution to the employees in the bargaining unit is the responsibility of the Association. Contracts shall be made available for distribution to all members no more than sixty (60) days following the ratification of the Agreement by the Association. Said contract may be delivered to each member by inter-school mail. The Association shall be provided with an additional fifteen (15) copies for its own use.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:
 - 1. Association to Board: If by the Association, to the Board at 148 West 21st Street, Erie, PA 16502.
 - 2. Board to Association: If by the Board to the Association in care of the President of the Association.
- F. If any provision of this Agreement or application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- G. The Board shall not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion,

transfer, layoff, discipline, discharge, or any other term or condition of employment because of race, creed, color, religion, marital status, sex, age, or national origin.

- H. Discipline, reduction in rank or compensation, or discharge (except as under Article V, Section F of this Agreement) of any employee may be subject to the grievance procedure.
- I. Upon notification of the employee's supervisor and the Personnel Department, the President of the Association and/or the President's designee(s) shall be granted a collective total of thirty-five (35) hours unpaid leave annually to attend to business of the Association outside the District.

J. PERSONNEL FILE

- 1. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. He/she shall date and initial each piece reviewed. The employee must request in writing to have a representative accompany him/her during such review and sign said document.
- 2. No material derogatory to any employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and attach a response.
- 3. Materials placed in the employee's file shall be treated in accordance with the 2010 "Rules and Regulations Governing Employment of Non- Instructional Personnel."

K. DRUGS.

No employee shall be requested or required to administer medication or any medical treatment to any person.

L. EVALUATION

All monitoring or observation of work performed by a secretary for evaluation purposes shall be conducted openly and with the full knowledge of the secretary.

M. NOTIFICATION.

The Association President will be given notification of all positions to be posted and all transfers to be made through a copy of the posting and/or memorandum at the same time it is disseminated within and/or outside the District.

The Association will be notified, in writing, of all Board appointments. Copies of New Business items, as approved by the Board, will be sent to the Association President immediately after each Board meeting.

N. USE OF SCHOOL BUILDINGS.

The Association and its representatives shall be allowed to use the school buildings at reasonable hours for meetings with the approval of the building principal (for school buildings) or the Business Administrator (for Administration Building) and in accordance with established policy and practice.

O. REQUIRED MEETINGS.

Whenever any representative of the Association or any secretary is required to participate during working hours in negotiations, grievance proceedings, or PLRB hearings, he/she shall suffer no loss in pay. This section shall only apply to employees whose attendance is reasonably necessary for the conduct of the proceedings.

P. BUILDING VISITATIONS.

The President of the Association, or his/her designee, shall be allowed to visit other buildings in the School District to investigate secretaries' complaints only after meeting with the Personnel Director and a determination has been made that such a visit is necessary. Upon the arrival at the building, such person shall notify the principal or acting administrator of his/her presence and the purpose of such visit. If emergency situations arise where the administration would request the President's attendance, the Personnel Director will arrange for the President's release time.

Q. EXCLUSIVE RIGHTS.

The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and for no other organization.

R. UNSAFE AND 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 the immediate supervisor. Unless the situation is remedied, the employee will be assigned to an alternate area.

S. TRAVEL REIMBURSEMENT.

An employee required to use the employee's own vehicle as requested by the supervisor in pursuance of work duties shall be reimbursed at the highest rate paid by the District.

T. SUPERVISORY AUTHORITY.

The Board agrees that custodial, maintenance or teaching personnel shall not be delegated supervisory authority over secretarial personnel in the schools or other School District buildings.

U. THE ASSOCIATION

1. The Association shall be allowed to use the facilities of the interschool mail system in accordance with the practices, procedures and schedules of said system which is subject to change from time to time.
2. The Association shall limit such use up to three (3) envelopes not exceeding 14" x 16" per school per week. The Board shall assume no financial or legal responsibility for loss or damage to Association mail and the Association agrees that no condition or situation relative to the interschool mail facility shall be subject to the Grievance Procedure.

ARTICLE XVI
LIGHT DUTY

1. Any employee disabled as a result of a work related injury may be offered a transitional work assignment or a temporary light duty work assignment if such work is available at the time.
2. The specific duties assigned any such employee shall depend upon the following factors:
 - a. Restrictions established by a physician selected by the District or approved by a physician of the District's choice.
 - b. The qualifications, skills, and abilities of the employee,
 - c. The work requirements of the District at the time.
3. The duration of the transition work assignment or the light duty work assignment shall be determined by the District in light of the nature of the injury, the prognosis of the physicians involved and the continuing availability of appropriate work. Assignments will be reviewed from time to time to assess their duration. In no event will an employee be in light duty status on a permanent basis.
4. The District shall designate a manager to monitor and supervise the transitional work program.
5. The objective of the program shall be to return the employee to his regular assignment at the earliest possible time with due regard for the safety of the employee.

6. The number of transitional work assignments or light duty assignments will be limited by the available work.
7. Assignments may consist of bargaining unit work, non-bargaining unit work or a combination of the two. Assignment to non-bargaining unit work will not include work normally performed by employees in other District bargaining units.
8. The employee will be paid at his/her regular hourly rate of pay and will receive benefits and seniority accrual appropriate to the hours worked or the contractual provisions relative to leave of absence, whichever is greater.
9. Transitional work assignments are exempt from the bidding and transfer request provisions of the Agreement.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT

The District, in its discretion, will schedule professional development for its secretaries. Attendance is mandatory.

ARTICLE XVIII
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2014. Both parties agree to commence with the negotiation of a renewal contract as provided in the Pennsylvania Public Employee Relations Act.

The Board and the Association agree, except as provided below, that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement.

Prior to June 30, 2012, the parties will negotiate over the subject of wages to be paid for the period July 1, 2012 through June 30, 2013. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms, on July 1, 2013 the parties shall have the same rights to strike or lock out that they would have if the entire agreement expired.

Prior to June 30, 2013, the parties will negotiate over the subject of wages to be paid for the period July 1, 2013 through June 30, 2014. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms, on July 1, 2014 the parties shall have the same rights to strike or lock out that they would have if the entire agreement expired.

In WITNESS WHEREOF, this Agreement has been duly executed by the parties this 14th Day of March, 2007.

BOARD OF SCHOOL DIRECTORS
OF THE SCHOOL DISTRICT OF THE
CITY OF ERIE, PENNSYLVANIA

BY John C. Harbick
President

ATTEST:

Robin J. Smith
Secretary

ERIE EDUCATION
SECRETARIES SUPPORT
PROFESSIONALS, PSEA NEA

BY Shari Sullivan
President

APPENDIX A

1. Exhibit A attached hereto contains the current list of Group 1 and Group 2 positions. Wage rates are found at Exhibit B.

BIDDING FROM A GROUP 2 POSITION TO A GROUP 1 POSITION

2. Upon being awarded a Group 1 position, their beginning salary will be 80% of the Group 1 position rate.

Upon completion of one (1) year of service, the employee's rate will be increased to 85% of the Group 1 position rate.

Upon completion of two (2) years of service, the employee's rate will be increased to 90% of the Group 1 position rate.

Upon completion of three (3) years of service, the employee's rate will be increased to 95% of the Group 1 position rate.

Upon completion of four (4) years of service, the employee's rate will be increased to the Group 1 position rate.

NEW POSITIONS

3. The School District Administration retains the right to determine the Group in which newly created positions will be placed.

NEW EMPLOYEES

4. New employees hired after July 1, 1994 for a Group 1 position will receive a beginning salary of 75% of the Group 1 position rate. New employees include those individuals that have been appointed previously by the Board to a permanent position outside the bargaining unit.

Upon completion of one (1) year of service, the employee's rate will be increased to 80% of the Group 1 position rate.

Upon completion of two (2) years of service, the employee's rate will be increased to 85% of the Group 1 position rate.

Upon completion of three (3) years of service, the employee's rate will be increased to 90% of the Group 1 position rate.

Upon completion of four (4) years of service, the employee's rate will be increased to 95% of the Group 1 position rate.

Upon completion of five (5) years of service, the employee's rate will be increased to the Group 1 position rate.

In calculating years of service, employees will be credited with years of service beginning with the employee's date of hire into the bargaining unit. Employees will not be credited for time spent on unpaid leave.

A new employee who is hired for a Group 2 position will be paid a beginning salary which will be 85% of the position rate.

Upon completion of the new employee's probationary period and the receiving of a permanent Board appointment, the employee's pay shall be increased to 90% of the position rate.

Upon completion of one (1) year of service, the employee's pay shall be increased to the position rate.

**Erie Education Secretaries
Support Professionals, PSEA/NEA**

Exhibit "A"

POSITION	GROUP 1	GROUP 2
High School (8)		
Central	1	1
Collegiate Academy	1	1
East	1	1
Strong Vincent	1	1
Central Transition	1	
Middle Schools (2)	2	
Elementary (4) (enrollment at time of vacancy)		
Enrollment of 500 or more	8	
Enrollment under 500		7
Vocational Curriculum Director	1	
Athletics (1)	1	
Pupil Personnel (3)	3	
Early Intervention (1)	1	
Receptionist/Early Intervention (1)	1	
Research and Development (1)	1	
Special Education (4)	4	
Payroll (2)	2	
Finance (4)		
Finance	2	
Voucher		2
Purchasing (3)	3	
Federal Programs (3)		
Office	1	1
Attendance/Data Services (2)	2	
Transportation/Service Center (1)	1	
School Health Services (1)	1	
Parenting (3)	3	1
IMD/Service Center (1)	1	
Computer Center (1)	1	
Family Center (1)	1	
GE Foundation	1	
SAP Program	1	
Service Center		1
TOTALS	47	16

Hourly Positions currently in 2009-10 budget (4): 3 filled; 1 open

EXHIBIT "B"

SECRETARY WAGE SCHEDULE

	Position Hourly Rates				
	7-1-09	7-1-10	7-1-11	7-1-12	7-1-13
Group 1	18.57	19.13	19.70	Wage Reopener	Wage Reopener
Group 2	14.18	14.61	15.05	Wage Reopener	Wage Reopener

TIER ONE WAGE SCHEDULE

	Position Hourly Rates				
Group	7-1-09	7-1-10	7-1-11	7-1-12	7-1-13
A	19.20	19.78	20.37	Wage Reopener	Wage Reopener
B	18.89	19.46	20.04	Wage Reopener	Wage Reopener
C	18.57	19.13	19.70	Wage Reopener	Wage Reopener

TIER TWO WAGE SCHEDULE

	Position Hourly Rates				
Group	7-1-09	7-1-10	7-1-11	7-1-12	7-1-13
A	14.66	15.10	15.55	Wage Reopener	Wage Reopener
B	14.42	14.85	15.30	Wage Reopener	Wage Reopener
C	14.18	14.61	15.05	Wage Reopener	Wage Reopener

	7-1-09	7-1-10	7-1-11	7-1-12	7-1-13
Hourly Rates	10.57	10.89	11.22	Wage Reopener	Wage Reopener

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INSIDE BACK COVER
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Dr. James E. Barker
Superintendent of Schools

Board of School Directors

John C. Harkins, *President*

James R. Herdzyk, *Vice President*

Edward M. Brzezinski

Robert S. Casillo

Gary N. Horton

Jeanine M. McCreary

Mary Frances Schenley

Richard T. Szychowski

Eva Tucker, Jr.

Jay Badams

Assistant Superintendent of Schools