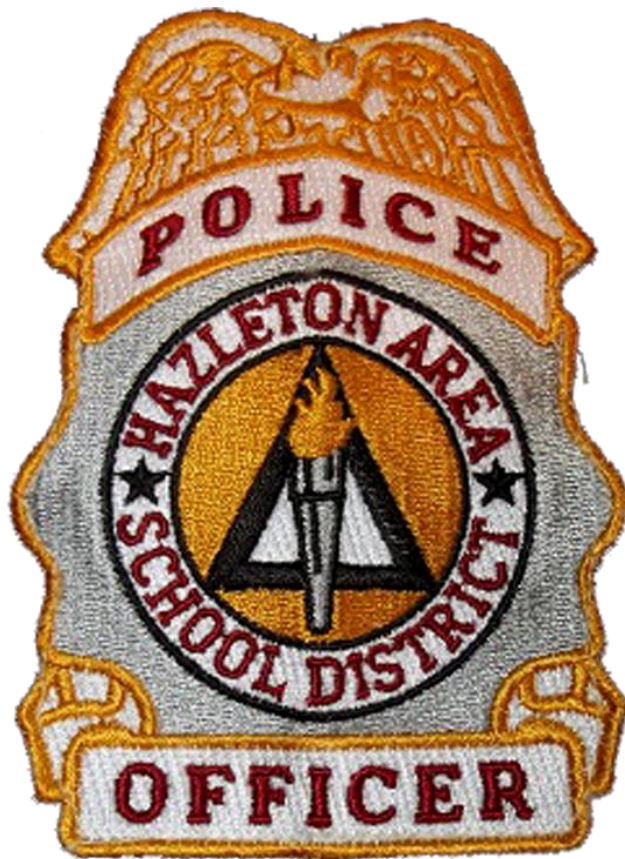


# **HAZLETON AREA SCHOOL DISTRICT POLICE OFFICER'S EMPLOYEE GROUP**



**2022-2027**

**EMPLOYMENT AGREEMENT**

## **PREAMBLE**

THIS AGREEMENT made this 25<sup>th</sup> day of August, 2022, by and between the HAZLETON AREA SCHOOL BOARD, hereinafter referred to as "Employer" and the HAZLETON AREA SCHOOL DISTRICT POLICE OFFICER'S EMPLOYEE GROUP hereinafter referred to as "S.P.O. Group", and recognizes the HAZLETON AREA SCHOOL DISTRICT POLICE OFFICER'S EMPLOYEE GROUP, as the representative.

## **WITNESSETH**

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the S.P.O. Group do covenant and agree as follows:

## **ARTICLE I - RECOGNITION**

Pursuant to Act 111 of 1968, the Employer recognizes the HAZLETON AREA SCHOOL DISTRICT POLICE OFFICER'S EMPLOYEE GROUP as the exclusive representative for purposes with the respect to wages, hours and other terms and conditions of employment for employees.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 1**

It is understood and agreed that the Employer, in its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operations of all equipment and other property of the Employer, except as modified by this agreement. Matters of inherent managerial policy are reserved exclusively to the Employer. This includes, but should not be limited to, such areas of discretion of policy as the functions and programs of the Employer, standards of service, and its overall budget, utilization of technology, the organizations structure and selection and the direction of personnel.

## **ARTICLE III - TERM**

The term of this contract shall be five (5) years, starting July 1, 2022 and ending June 30, 2027.

## **ARTICLE IV - WAGES AND CLASSIFICATIONS**

### **Section 1 - Base Salary and classifications**

Base salary and classification:

Year: July 1, 2022 to June 30, 2027

Sergeant	N/A – If created a salary will be determined with a MOU
Corporal	N/A – If created a salary will be determined with a MOU

- Effective July 1, 2022	\$27.58 per/hr
- Effective July 1, 2023	\$28.41 per/hr
- Effective July 1, 2024	\$29.26 per/hr
- Effective July 1, 2025	\$30.14 per/hr
- Effective July 1, 2026	\$30.74 per/hr

\*\*\* All employees who fall under this agreement are required to receive their bi-weekly pay via direct deposit.

### Educational Degree Attainment

Additional compensation for School Police Officers who possess an Associate's, Bachelor's or Master's Degree will be granted as follows:

- Associate Degree = 1.0%
- Bachelor Degree = 1.5%
- Master Degree = 2.0%

This increase will be added to the base hourly rate and will be effective July 1, 2022. All degrees must be in a related field to this position and approved by the Superintendent of Schools and the Department Supervisor.

### Longevity Program

Employees will receive the following longevity differential to promote longevity in the District:

- a. After 3 years of continuous service with the HASD from the hire date an additional \$0.25 per hour will be added to the base pay rate
- b. After 6 years of continuous service with the HASD from the hire date an additional \$0.25 per hour will be added to the base pay rate
- c. After 9 years of continuous service with the HASD from the hire date an additional \$0.25 per hour will be added to the base pay rate

All employees with anniversary dates after the signing of the agreement will have an effective date for the salary increase at the beginning of the following fiscal year (July 1) first pay once they reach their anniversary date.

## **Section 2 - New Employees**

Salary for new full-time employees hired after July 1, 2022 shall be at the following schedule, unless previous years of experience are ten (10) years or greater as a full-time law enforcement officer the phase in would not apply and one would begin at 100% of base salary:

First Year	90% of base salary for Patrolman
Second Year	95% of base salary for Patrolman
Third Year	100% of base salary for Patrolman

## **Section 3 - Part Time School Police Officers**

Hourly rate for Part Time School Police Officers shall be equal to 100% of the hourly rate of a full-time officer patrolman class title.

## **Section 4 - Hours Worked for Part Time School Police Officers**

Effective July 1, 2022 an employee can be hired on a part time basis not to exceed 29 hours a week.

## **Section 5 – Part Time - Other**

No part time employee can be promoted to any rank.

## **ARTICLE V - DEFINITIONS**

### **Section 1 – Full Time**

Full Time School Police Officer (Patrolman) is defined for the purposes of this agreement as an employee who is regularly scheduled to work a minimum of eight (8) hours per day during the school calendar year, one hundred eighty (180) days, inclusive of a paid duty-free one-half (1/2) hour lunch.

### **Section 2 – Part Time**

Part Time School Police Officer (Patrolman) is defined for the purposes of this agreement as an employee who is scheduled to work a maximum of twenty-nine (29) hours per week, inclusive of a paid thirty (30) minute lunch. The employer reserves the right to use part-time officers based upon the operational needs as determined by the employer.

## **ARTICLE VI – WORK WEEK**

### **Section 1 - Work Week**

The work week for a full-time employee shall consist of any five (5) work days in a calendar week from Monday through Friday. Parties agree to follow SPFPA language relating to weather related delay and dismissals as well as Flexible Instructional Days (FID).

### **Section 2 - Work Shift**

Each full-time employee's work shift shall consist of eight (8) consecutive hours.

### **Section 3 - Appearance in Court**

The Employee shall notify the Supervisor of any court appearance immediately upon receipt of said notice.

## **ARTICLE VII - OVERTIME, CALL OUT PAY, OUT OF RANK PAY**

### **Section 1 - Overtime**

The Employer shall pay one and one-half (1-1/2) times the Employee's regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Except the District agrees to two (2) times the employee's regular hourly rate for hours worked on Sundays and one and a half (1-1/2) times the employee's regular hourly rate for all hours worked on Saturdays regardless of the eight (8) and forty (40) hours normal overtime practices. Part-time School Police Officers shall only receive time and one-half (1-1/2) for all hours worked over forty (40) hours.

### **Section 2 – Events**

The employee will be paid for a minimum of two (2) hours for each event even if the event concludes earlier or is cancelled after the employee has arrived.

### **Section 3 - Call Out**

An Employee who is called out to perform police duties during a time when he/she is not scheduled to work, shall receive compensation at one and one-half (1-1/2) times his/her regular hourly rate for each hour worked for a minimum of two (2) hours.

## **ARTICLE VIII - COURT TIME**

### **Section 1 - Attendance at Court Outside Regular Scheduled Duty**

Time spent by an Employee in attendance as a subpoenaed witness for either party, the employer or the Commonwealth as a result of a matter arising from the scope of their employment as a police officer for the school district in any criminal, quasi-criminal or civil matter or proceeding outside regular scheduled duty hours, shall be compensated as overtime, at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate, for all hours spent in said attendance, or a minimum of two (2) hours, whichever is greater. In the event that such attendance is required before a District Justice, the minimum period of compensation, pursuant to this section, shall be two (2) hours.

The provisions of this article shall apply for time spent as a witness for an Investigative Grand Jury, Criminal Trials, Criminal Pre-Trial Hearings, Criminal Pre-Trial Conferences, Sentence Court, Civil Court, Coroner's Inquest, A.R.D. Hearings, Plea Bargaining Sessions, Miscellaneous Court Hearings, Preliminary Hearings, Hearing before Department of Revenue or Transportation Hearing Examiner, Hearing before a Pennsylvania Liquor Control Board Examiner, Hearing before other Commonwealth of Pennsylvania agencies or any other Court or Court related sessions which occur during the Employee's "off duty" time as set forth in this article, wherein he/she appears as a prosecutor or witness in connection with his/her official duties.

The preceding section shall apply to required attendance by an Employee in any court of record, or any session before a District Magistrate.

### **Section 2 - Jury Duty**

In the event an Employee of the S.P.O. Group is called for jury duty, or subpoenaed to testify as a witness in a matter not related to his or her employment as a police officer. He/she shall be granted paid leave from employment for the day or days on which he or she so serves. The employee shall relinquish to the employer all money received from the court. If the employee is called on his/her day off the employee shall not be compensated and shall not be required to forfeit court payment.

## **ARTICLE IX - SICK LEAVE**

### **Section 1 - Sick Time Entitlement**

All full-time employees, sick leave will be credited on July 1<sup>st</sup> of each contract year.

## **Section 2 - Sick Time Accumulation**

All full-time employees shall accumulate sick leave, eight (8) sick days per year, as long as they are in the service of the Employer. There will be no limit on the number of sick days which can be accumulated.

## **Section 3 - Family Illness**

All full-time employees may use up to five (5) days of sick leave in any fiscal year where sickness in the immediate family requires the employee's absence from work. Immediate family is defined as husband, wife, or child and parents of the employee. The Employer may require proof of such family sickness.

## **Section 4 - Doctor's Excuse**

A doctor's excuse is required for an absence of work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's excuse may be required if in the opinion of the Employer, the employee has been abusing sick leave privileges. Abuse is defined as such absences that are patterned or excessive and that the employee has been informed in writing of the Employer's intent to require a doctor's excuse for future absences.

# **ARTICLE X - BEREAVEMENT LEAVE**

## **Section 1- Immediate Family**

Immediate Family – Full time employees covered by this agreement shall receive their regular full day's pay when absent on account of death in the immediate family up to four (4) days. If burial occurs prior to the fourth day the leave will terminate. Members of the immediate family shall be defined as mother, father, sister, brother, daughter, son, wife, husband, mother-in-law or father-in-law, grandchild or near relative to who lived with the family in the same household or any person with whom the employee has made their home. In case of death of a near relative, no deduction in pay shall be made for absence to attend funeral of such relative for a period not to exceed one (1) day. A near relative is defined as an aunt, uncle, grandmother, grandfather, first cousin, niece, nephew, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

# **ARTICLE XI - PERSONAL DAYS**

## **Section 1 - Entitlement**

Full-time employees shall be awarded three (3) personal days per fiscal year, after successful completion of the probationary period. District agrees to allow each employee to accumulate up to ten (10) personal days. Any accumulated, unused personal days that are in excess of ten (10) shall be converted to sick days each June 30<sup>th</sup>.

## **Section 2 – Scheduling**

Personal days shall be granted at the time chosen by the employee unless the operational needs of the department prohibit the utilization of a personal day. The employee with the greatest seniority shall be given his/her choice of personal leave in the event of any conflict in selection.

## **Section 3 – Dock Days**

Leave beyond the employee's accrued leave (dock days) shall not be permitted without prior approval by the Superintendent of Schools. Leave will be granted or denied on a case by case basis based upon the facts and extenuating circumstances necessitating the leave request.

## **ARTICLE XIII - HOLIDAYS**

### **Section 1 - Entitlement**

The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Good Friday
5. Easter Monday
6. Memorial Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Day After Christmas

To be eligible for holiday pay, the employee must be actively on the payroll on the date of the holiday.

## **ARTICLE XIV - MILITARY LEAVE**

### **Section 1 - Reserves**

Employees who are members of reserve components of the Armed Forces are entitled to a leave with pay on all working days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

### **Section 2 - National Guard**

Employees who are members of the Pennsylvania National Guard are entitled to leave with pay on all working days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or authorized field training, consistent with the Military Code of 1949.

### **Section 3 - Draft**

Whenever an employee is drafted at any time into the military service of the United States or enlist in time of war or armed conflict, he/she shall be granted a military leave without pay. The term drafted shall mean to be drafted to be ordered into active military service as a member of a reserve component of the Armed Forces, or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft

obligation. While an Employee is on military leave, his/her duties shall either be performed by remaining Employees and his/her position kept vacant or they shall be performed by a temporary substitute.

## **ARTICLE XV - LEAVES OF ABSENCE**

### **Section 1 - Service Credit**

Service credit shall continue to accrue during paid leaves of absence provided under this agreement, but shall not accrue during unpaid leaves of absence. However, the Employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his/her leave commenced.

### **Section 2 - Request for Leaves of Absence**

All requests for leave must be submitted in writing to the Superintendent of Schools and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency leaves, the time when leave is taken is within the discretion of the Employer.

## **ARTICLE XVI - SENIORITY**

### **Section 1 - Continuous Service**

Seniority means an employee's length of continuous service with the Employer since his/her most recent date of hire. New employees shall be added to the seniority list after completion of their probationary period and will be credited with seniority from the date of hire. During any unpaid leave of absence the employee's seniority shall be frozen.

### **Section 2 – Promotion**

Promotion - The term "Promotion" as used in this provision, means the advancement of an employee to a higher rank or classification and a higher base pay scale.

### **Section 3 – Layoff**

Any layoff of School Police Officers shall be in inverse order of seniority. In the event of a layoff in the police department no other person shall be hired within Hazleton Area School District Police Department until all police officers on layoff status are returned to their full status prior to layoff.

## **ARTICLE XVII CLOTHING, MAINTENANCE AND POLICE EQUIPMENT**

### **Section 1 - Clothing**

Each employee shall receive uniforms and personal police equipment as specified in the policies and procedure manual, which shall be at the Employer's expense.



## **Section 2 – Repairs**

The Employer shall pay for the cost of repairs or replacement of the uniform required because of uniform damage arising out of the course of employment, without charge to the employee.

## **Section 3 - Uniform Changes**

Without charge to the employee's uniform allotment, the Employer shall provide all necessary uniform changes to all employees as a result of a change made by the Employer.

# **ARTICLE XVIII - OFFICER PERFORMANCE, SAFETY AND COMFORT**

## **Section 1 - Ammunition**

The Employer shall purchase and supply each full-time officer with ammunition as determined necessary by the Department Supervisor or the Superintendent of Schools in the Supervisor's absence.

## **Section 2 - Firearms Qualification**

Each member of the S.P.O. Group shall be required to qualify with his/her primary firearm three (3) times per school calendar year. This provision may be modified and a number of times required to qualify may be modified at the discretion of the Department Supervisor or the Superintendent of Schools in the Supervisor's absence.

# **ARTICLE XIX - PROBATIONARY PERIOD**

## **Section 1 - New Hires**

All new employees shall be probationary for the first one hundred (100) days of employment. The Board will terminate newly hired employees at its discretion during this period without right of appeal. Any disciplinary write ups or if the employee receives a less than satisfactory evaluation during the probation period may be given a thirty (30) day extension to the probationary period. Upon completion of the probationary period, the employee shall have seniority as of the date hired. Probationary employees terminated during the probationary period shall not have the right to file a grievance or arbitrate the discharge.

## **Section 2 - Paid Leave for Probationary Employees**

Probationary employees shall not be entitled to paid personal, paid sick leave, or other paid time during the probationary period.

### Section 3 - Credit for Sick

Upon successful completion of the probationary period, credit for sick leave shall be computed as a pro rata basis based upon the employee's date of hire.

## ARTICLE XX – RETIREMENT

### Section 1

Each employee must become a member of the Commonwealth Public School Employees' Retirement System. The Employer in accordance with the state schedule will make deductions. All questions regarding retirement benefits shall be directed to the secretary of the Retirement Board.

### Section 2

After ten (10) years of employment, payment for unused sick leave upon retirement or on severance of the employee other than discharge, or to dependents if death occurs during the employee's time of service, shall be as follows:

- \$35 per day for days 1 through 99
- \$45 per day for days 100 through 199
- \$55 per day for 200 or more days
- There is no limit on accumulating sick days

Example: Employee who retires with 205 sick days would be calculated as follows:

$$\begin{array}{rcl} 99 \text{ days} \times \$35 \text{ per day} & = & \$3,465 \\ 100 \text{ days} \times \$45 \text{ per day} & = & \$4,500 \\ 6 \text{ days} \times \$55 \text{ per day} & = & \$ 330 \\ & & \hline & & \$8,295 \end{array}$$

## ARTICLE XXI - MEDICAL, LIFE, DENTAL, VISION INSURANCE

### Section 1 – Medical Coverage

Full-time employees shall receive the same coverage as all members in the professional unit for individual coverage only. In the event the contract between the Hazleton Area School District and the Union representing the District teachers (HAEA) changes hospitalization coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this agreement. The employee monthly premium cost sharing and HSA Employer Contributions shall be the same as outlined in the International Union, Security, Police & Fire Professionals of America (SPFPA) Agreement except for the HSA Contributions will be as follows:

	<u>Single</u>		<u>Family</u>
• 01/01/2023	\$1,250	/	\$2,500
• 01/01/2024	\$1,000	/	\$2,250
• 01/01/2025	\$ 875	/	\$2,125
• 01/01/2026	\$ 750	/	\$2,000
• 01/01/2027	\$ 750	/	\$2,000

Any employee hired on or after July 1, 2022 with two (2) or more years of seniority with the District will be eligible to select a plan to cover their spouse and/or children, but will be responsible for one half (1/2) the difference in the current premium in effect at that time between the individual plan and the other plan.

## **Section 2 – Dental**

The Employer will provide for employee dental coverage. In the event the contract between the Hazleton Area School District and the Union representing the District teacher's (HAEA) changes dental coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this agreement.

## **Section 3 – Vision**

The Employer will provide for employee vision coverage. In the event the contract between the Hazleton Area School District and the Union representing the District teacher's (HAEA) changes vision coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this agreement.

## **Section 4 – Insurance Buy In**

While on unpaid leave employees may continue all insurance benefits at their own expense by remitting appropriate amounts to the Business Office monthly provided such person remains eligible for such coverage as determined by the carrier.

An employee who is not eligible for individual medical coverage may purchase such insurance at their own expense by remitting appropriate amounts to the Business Office provided such person remains eligible for such coverage as determined by the carrier. Payment for said insurance coverage must be remitted one month in advance of coverage start date. Failure to make such payment will result in termination of coverage.

## **Section 5 – Hold Harmless – Insurance**

Hospitalization, dental, vision, and life insurance coverage is a contract between the Employer and the insurance carrier. No dispute over a claim for hospitalization, dental, vision or life insurance will be subject to the grievance procedure established in this agreement. It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any, manner connected with the determination of liability for payment of hospitalization, dental, vision or life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

## **Section 6 – Opt-Out**

All full-time employees of the S.P.O. Group waiving health insurance benefits will be reimbursed five (5%) percent of the premium cost of the affected coverage. Payments shall be divided in two (2) equal payments; one in the first pay period of December and the second in the first pay period in June.

## **Section 7 - Descriptions**

The Employer shall provide to each employee a full description of all applicable insurance benefits. Distribution of insurance descriptions will be made to all new employees and to all employees upon a change of benefits.

## **Section 8 – Life**

The Employer shall provide a group life insurance policy in the amount of fifty thousand (\$50,000.00) dollars for each employee who is eligible for coverage under this policy.

## **ARTICLE - XXII NO STRIKE - NO LOCK-OUT PROVISION**

### **Section 1**

Both the Employer and employee agree to faithfully abide by the provisions of the Pennsylvania Public Employees Relations Act.

### **Section 2**

During the term of this agreement, the Hazleton School District Police Officers Association will not authorize, permit or condone any work stoppage or strike, and the School Board and its staff will not authorize, permit any lockout of members of the S.P.O. Group.

## **ARTICLE XXIII - BILL OF RIGHTS**

### **Section 1**

In the event a citizen complaint is made against an employee said complaint must be written, on a form provided by the department, and signed by the complainant. When an anonymous complaint is made and no corroborative evidence is obtained, the complaint shall be classified unfounded.

### **Section 2**

When any citizen complaint is filed greater than sixty (60) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he/she shall be notified orally or in writing of such complaint.

### **Section 3**

When an employee, whether a subject or witness, must be informed of the nature of the interview/interrogation at the outset of the interview/interrogation.

### **Section 4**

If the interviewed/interrogated employee writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interviewed/interrogated employee, without cost, upon request.

## **Section 5**

If any employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his rights prior to the commencement of the interrogation.

## **Section 6**

At the request of any employee under interrogation, he/she shall have the right to be represented by counsel of his/her choice and/or representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

## **Section 7**

Unless agreed to by the employee, the Employer shall not make any public comment on the reason for any disciplinary action brought against the employee.

## **Section 8**

If a School Police Officer is involved in a critical incident he/she shall be afforded at a minimum of (2) two days off with pay in order to marshal their natural coping skills to manage the emotional impact of the incident prior to return to duty or the preparation of the use of force or incident report. These days off shall not be considered disciplinary.

Any administrative interview or request for any written report shall not be earlier than 72 hours after the critical incident occurred.

Critical Incident is defined as – Any sudden event involving a school police officer that results in an immediate investigation with no advanced notice to the subject officer and potentially resulting in the arrest, suspension, or termination of the subject officer and includes:

- Shootings
- In-custody deaths
- Use of force/weapon discharge
- Car accidents involving an officer resulting in death or serious injury to another
- Any allegation of duty-related criminal conduct

## **ARTICLE XXIV – JUST CAUSE**

### **Section 1**

No member of the employee group shall be discharged without just cause.

## **ARTICLE XXV - GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

The purpose of this procedure is to secure the lowest possible level equitable solutions to the problems, which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **Section 2 – Definitions**

Grievance – Any dispute concerning the interpretation or application of or compliance with any of the provisions of this agreement.

Work Day – For the purposes of this article only a work day means any scheduled work day except where any of these days are observed by the S.P.O. Group as a holiday.

Contents of Grievance – The grievance shall set forth the following; Nature of the grievance, section of agreement allegedly violated, date of occurrence of the alleged violation and relief sought.

Year End Grievances – In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved to the beginning of the following school year could result in irreparable harm to a party in interest the time limits herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

## **Section 3 - Steps**

**Step 1** – The grievance shall be reduced to writing on a grievance form. The employee, either alone or accompanied by a representative of the S.P.O. Group, shall first present the grievance in writing to his/her Department Supervisor or the Superintendent of Schools in the Supervisor's absence within seven (7) work days of its occurrence or knowledge of its occurrence. The Department Supervisor or the Superintendent of Schools in the Supervisor's absence shall report his/her decision in writing to the employee and the representative within five (5) work days of its presentation.

**Step 2** - If the employee is not satisfied with the disposition of the Department Supervisor or the Superintendent of Schools in the Supervisor's absence at Step 1, or if no decision has been rendered the employee may then submit the grievance to the Superintendent of Schools, within five (5) working days after the response at Step 1 is due. The Superintendent of Schools shall respond in writing to the employee and the representative within five (5) work days.

**Step 3** - In the event that the grievance has not been satisfactorily resolved in Step 2, the employee or representative may initiate an appeal by serving upon the Board of School Directors. The Board of School Directors shall consider the grievance at the next official Board of School Directors Meeting and return its decision in writing to the grievant within five (5) work days of the meeting.

**Step 4** - If the Board of School Directors fails to act as set forth in Step 3, or the grievance has not been satisfactorily resolved, the employee or representative may proceed with the grievance to arbitration, shall within ten (10) work days of when the Board's decision is received or when the Board should have responded proceed to arbitration requesting a list of arbitrators from the American Arbitrators Association. The parties shall be bound by the

rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issue submitted.

#### **Section 4**

The arbitrator is to be selected by the parties jointly within five (5) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of three (3) possible arbitrators.

#### **Section 5**

The parties shall meet within five (5) days of the receipt of the said list for the purpose of selecting the arbitrator by alternating striking one (1) name from the list, until only one (1) name remains. The employer shall strike the first name.

#### **Section 6**

The arbitrator shall neither add to or subtract from, nor modify the provisions of this agreement, or of any other arbitration awards. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him/her. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, reserved by law exclusively for the Employer, or which violate the terms of this agreement. The decision of the arbitrator shall be submitted to the Employer and the S.P.O. Group and shall be final and binding to the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing.

#### **Section 7**

All of the time limits in this article may be extended by mutual agreement. If the Employer fails to respond in a timely manner in any step of the grievance procedure, the grievance will proceed to the next step in the grievance procedure. Any grievance which is not taken through the various steps of the grievance procedure within the period of time specified for each step shall be deemed abandoned. The sole reason for the time limits herein set forth is the desire of both parties to facilitate the prompt settlement of grievances. To that end, the parties shall endeavor to settle all such grievances at the lowest step of the grievance procedure and in less than the specified time limits.

#### **Section 8**

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.

#### **Section 9**

The S.P.O. Group must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

## **Section 10 – Group Grievances**

If in the judgment of the S.P.O. Group a grievance affects a group or class of employees, the S.P.O. Group may submit a grievance in writing to the Superintendent of Schools directly and the process of such grievance shall be commenced at Step 2.

## **Section 11 – Separate Grievance File**

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.

## **Section 12 – Meetings**

All meetings and hearings under this procedure shall be conducted in a private unless both parties agree to a public meeting and shall include only the parties and their designated or selected representatives.

## **Section 13 – Written Decisions**

Decisions rendered at each step of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and the Hazleton School District Police Officers Association.

# **ARTICLE XXVI – DUTIES AT DETECTORS**

## **Section 1 – Duties**

A School Police Officer shall post at the metal detectors, as needed, during times when students and staff are entering and exiting the buildings. After such time it shall be the primary responsibility of the Security Officer or others as directed by the Employer, to post at the metal detectors as needed. School Police Officers will patrol both the interior and exterior of the building of which they are assigned as well as the metal detectors, as directed by Employer.

# **ARTICLE XXVII - MISCELLANEOUS PROVISIONS**

## **Section 1**

In the event that any provisions of this agreement are found to be inconsistent with existing statutes the provisions of such statute shall prevail, and if any provisions herein are found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect. The parties shall, at the request of either, meet and discuss the subject matter involved in any invalid provision.

## **Section 2**

The Employer will take affirmative action to assure compliance with the laws concerning the health and safety of employees working in the Hazleton Area School District owned or leased buildings.



### **Section 3**

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.

### **Section 4**

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns of each.

### **Section 5**

The Employer shall take all necessary steps to ratify and adopt the provisions of this agreement.

### **Section 6 – Required Meetings or Hearings**

When an employee is required to appear before the Superintendent of Schools, Board of School Directors or any committee thereof where the subject of the appearance shall contain suspension or discharge or other disciplinary action, except where health or safety consideration require immediate action, the said employee shall be given prior written notice of the reasons for such meetings and shall be entitled to have representatives present to advise and represent him/her during such meetings and interviews.

### **Section 7 – Personnel File**

No derogatory material shall be placed in an employee's personnel file without a conference and review of the material with said employee. The employee shall acknowledge by signature that he has reviewed the material and may include in the file a rebuttal to said material. The Employer shall establish a standard form for such acknowledgement indicating a failure to sign may result in disciplinary action.


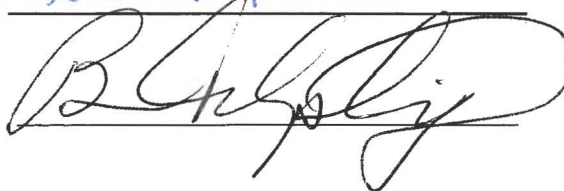
The parties hereto, through their duly authorized officers or representatives, and intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

**ATTEST:**

  
\_\_\_\_\_

**EMPLOYER:**

**HAZLETON AREA SCHOOL DISTRICT**


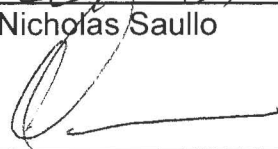
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**WITNESS:**

  
\_\_\_\_\_

**EMPLOYEE:**

**HAZLETON AREA SCHOOL DISTRICT POLICE OFFICER'S  
EMPLOYEE GROUP**

By:   
\_\_\_\_\_  
Nicholas Saullo  
  
\_\_\_\_\_  
David M. Pavelko

  
\_\_\_\_\_  
DATE