

Contract Agreement
Between

HAZLETON AREA EDUCATION
SUPPORT PROFESSIONAL
ASSOCIATION

PSEA/NEA

And the

HAZLETON AREA BOARD OF EDUCATION

JULY 1, 2007 – JUNE 30, 2011

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This agreement between the Board of School Directors of the Hazleton Area School District, hereinafter called the "*BOARD*", and the Hazleton Area Education Support Professional Association, PSEA/NEA, hereinafter called the "*ASSOCIATION*", is entered into pursuant to the provisions of the Public Employee Relations Act of 1970 covering the period from July 1, 2007, to June 30, 2011

ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of its school service employees in a bargaining unit defined by the Pennsylvania Labor Relations Board in a Certification issued by said Board. This Certification was issued for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with the provisions of the Public Employee Relations Act of 1970 as amended.

ARTICLE II NEGOTIATIONS OF A SUCCESSOR AGREEMENT

The parties hereby agree that negotiations to an Agreement to take effect on July 1, 2007, shall be commenced no later than January 10, 2011 provided the Association continues to be certified as the exclusive bargaining representative.

ARTICLE III GENERAL PROVISIONS

Section 3.1 All references to employees in this Agreement designate both sexes and whenever the female gender is used, it shall be construed to mean male or female employee.

Section 3.2 There shall be no discrimination, distinction or unreasonable disciplinary action in the treatment of an individual or group of individuals in matters affecting their employment status because of race, creed, color, sex, marital status, age, national origin, union affiliation or non-affiliation or political affiliation.

Section 3.3 The terms "*employee*" and "*employees*" as used in this Agreement shall be deemed to apply only to those persons within the bargaining unit and this agreement shall apply to and affect only such persons.

ARTICLE IV DEFINITIONS

- Section 4.1** Full time, twelve (12) month warehouse employees who work eight (8) hours a day, five (5) days a week; warehouse employees include warehouse assistants and warehouse couriers.
- Section 4.2** Full-time cafeteria employees are those who work five (5) hours or more per day, five (5) days per week. In the event less than 180 days a work year occurs, the employer and employees agree to contribute all the necessary funds, as allowed by law to receive credit for a full year of retirement as defined by PSERS.
- Section 4.3** Part-time cafeteria employees are those who work less than five (5) hours per day. In the event less than 180 days a work year occurs, the employer and employees agree to contribute all necessary funds, as allowed by law to receive credit for a full year of retirement as defined by PSERS.
- Section 4.4** Secretarial employees are those employees whose regular work week shall begin at 12:01 A.M. on Monday and end at 12:00 Midnight on Sunday and shall normally consist of five (5) consecutive work days, Monday through Friday.
Secretarial classifications are as follows:
- a) General Secretary
 - b) Financial Secretary
 - c) Business Office Specialists
 - d) Coordinators
 - e) Bilingual Liaisons
 - f) Principal Assistants (school year)
- Section 4.5** Part-time secretarial employees are those working on an hourly basis for the school year, but not less than 180 days, for four and one-half (4-1/2) hours per day.
- Section 4.6** Full-time paraprofessionals are those employees working as special education aides, building aides, and library aides who are regularly assigned to work five (5) hours or more per day performing work involving student assistance.
- Section 4.7** Part-time paraprofessionals are those who are regularly assigned to work less than five (5) hours per day performing work involving student assistance.

Section 4.8 Definitions for Full-and-Part-Time as it relates to Paraprofessionals and Cafeteria Workers

Grandfathered employees – All employees who are considered full time as defined in Sections 4.2, 4.4 and 4.6 above as of the date of the signing of this agreement will be grandfathered as full time employees and will maintain that full time status for the purpose of maintaining their medical, dental, vision and life insurance benefits so long as they continue in full time status. These grandfathered full time employees will receive all other benefits to which full time employees are entitled, including but not limited to holidays, sick days, etc...

All newly-hired employees and all employees who are considered part-time as defined in Sections 4.3, 4.5 and 4.7 above as of the date of the signing of this agreement will follow a new definition of full time and part time employees. Under the new definition, an employee must regularly work 7 hours or more per day to be considered full time except as set forth in Article 14. Any newly-hired employees and all employees who are considered part time as defined in the 2003-2007 collective bargaining agreement as of the date of the signing of this agreement who regularly works less than 7 hours per day will be considered part time. This new definition for full-time and part-time status will apply to all benefits to which they are entitled, including but not limited to holidays, sick days, etc., but excluding medical benefits which are addressed in section 14.1A

ARTICLE V NO STRIKE – NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act. During the term of this Agreement, the Association will not authorize, permit or condone any work stoppage, and the Board and its staff will not authorize or permit any lockout of Association members or persons covered by this Agreement.

The Board shall be under no obligation to discuss or bargain with the Association concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

The Board shall have the right to discipline, including discharge, any employee who causes and/or participates in such strike or does not continue to work, prior to the expiration of this contract. If an arbitrator finds that an employee committed any of the above violations, the arbitrator shall have no jurisdiction to change or modify the Board's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of this Agreement.

This provision shall not interfere with the bargaining unit's right to strike during normal impasse procedures.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1 Purpose

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

- A. **Definition** – Grievances are defined as any disputes concerning the interpretation or application of or compliance with any of the provisions of this Agreement.

- B. **Work Day** – A work day for the purposes of this Article only is defined to mean any scheduled work day except where any of these days is observed by the bargaining unit as a holiday.

- C. **Contents of Grievance** – The grievance shall set forth the following:
 - 1. Nature of the grievance.
 - 2. Section of Agreement allegedly violated.
 - 3. Date of occurrence of the alleged violation.
 - 4. Relief sought.

- D. **Year-End Grievances** – In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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 set forth 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.

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

Section 6.2 Steps

Step I – IMMEDIATE SUPERVISOR

A bargaining unit member with a grievance shall reduce it to writing on a form agreed upon by both parties and submit it to his immediate supervisor within seven (7) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance either directly or through the Association's designated representative. The immediate supervisor shall report his answer on the form and return it to the employee within five (5) work days. The immediate supervisor for paraprofessionals will be the principal of the building in which the paraprofessional works. The immediate supervisor for secretaries will be that individual to whom the employee is immediately responsible. The immediate supervisor for cafeteria employees is the Food Service Director or Assistant Director. The building principal will be involved in this step of the grievance procedure.

Step II – SUPERINTENDENT OR DESIGNEE

If the aggrieved person is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) work days after the presentation of the grievance, the employee may file the grievance in writing with the Association within five (5) working days after the decision at Step I or five (5) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer to the Superintendent of Schools or his/her designee for disposition. The Superintendent or his/her designee shall file a written decision within five (5) work days.

Step III – BOARD OF SCHOOL DIRECTORS

If the aggrieved person is not satisfied with the disposition of the grievance at the Superintendent's Level, he may within five (5) work days of receiving the Superintendent's written response, submit the grievance in writing to 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 IV – ARBITRATION

If the Board of School Directors fails to act as set forth above or, if the aggrieved person is not satisfied with the disposition of the grievance at Step III, then the Association on behalf of the grievant shall request arbitration if the Association wishes to proceed with the grievance. The Association will refer the grievance in writing to the PA. Bureau of Mediation. The arbitrator, when duly selected, shall proceed to consider the grievance. The arbitrator's decision will be final and binding upon both parties. The expense of the arbitrator shall be shared equally by the parties.

Section 6.3 DISCIPLINARY PROCEDURE

The following disciplinary procedure shall be used for alleged offenses:

First Offense – Verbal warning and receipt of such.

Second Offense – Written warning and receipt of such.

Third Offense – Suspended a days wages and given a warning.

Fourth Offense – Suspended for one week without pay.

Fifth Offense – Dismissal. All employees demoted, transferred or discharged.

If an employee has been found guilty of a first or second offense but has kept a clean record for two (2) consecutive years, all records pertaining to that offense shall be removed from that employee's files and further offenses will begin with a step one.

The five steps listed above apply to minor offenses. Minor offenses are offenses such as but not limited to tardiness, absences or uncleanliness.

For all employees automatic dismissal shall result from the following offenses:

1. **Child Abuse:** A determination or conviction of child abuse will be determined before appropriate legal authorities. While such determination or conviction is being made, the employee charged with child abuse shall be reprimanded or suspended with pay by the employer at the employer's discretion.

2. Drunkenness and/or drinking during the work day, and/or working under the influence of a controlled substance as defined by the Drug, Device and Cosmetic Act.
3. Three chargeable accidents within a two (2) year period. This provision subject to a two (2) year "*clean record*" clause as described above.
4. Theft.

Section 6.4 RIGHT TO REPRESENTATION

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at the employee's option, by the representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.
- B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Section 6.5 MISCELLANEOUS

- A. **Group Grievances** – If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit a grievance in writing to the Superintendent directly and the process of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so. The Association shall identify for the Board all individuals affected by a group/classification grievance as soon as practicable.
- B. **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 6.5 MISCELLANEOUS

- C. **Forms** – Forms for filing grievances, shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- D. **Meetings and Hearings** – All meetings and hearings under this procedure shall be conducted in private unless both parties agree to a public meeting and shall include only the parties and their designated or selected representatives heretofore referred to in this Article.
- E. **Release time** – Grievance Procedure Involvement – No employee appearing as a witness shall suffer loss of any pay for time spent during regularly scheduled working hours in attending an arbitration hearing provided for in the grievance procedure if the time has been scheduled with the employee's supervisor.
- F. **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 Association.

ARTICLE VII ASSOCIATION RIGHTS

Section 7.1 Dues Deductions

The District agrees to deduct the currently applicable Association dues from the pay of those employees who are members of the Association. The amount to be deducted shall be certified to the District by the Association and the deduction shall be made from the pay accruing to the employee monthly. The District shall transmit the total amount of each month's deductions to the Treasurer of the Association together with an itemized statement of current employee members by check by the 10th day of the month following said deductions.

Section 7.2 Maintenance of Membership

All employees who are presently members of the Association shall be subject to the "*maintenance of membership*" provision defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195. "*Maintenance of membership*" means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during the period of fifteen (15) days prior to the expiration of any such agreement.

Section 7.3 Fair Share Fee

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all non-members the opportunity to join the Association. The Association must supply the names and Social Security numbers of all persons who must pay the fair share.

If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Section, 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 action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

Section 7.4 Inter-School Mail

The Association shall have reasonable use of inter-school mail facilities, and school mailboxes.

Section 7.5 School Facilities

The Association and its representatives shall have the use of school buildings for meetings after school hours if those buildings are unscheduled for other use at the time requested. Arrangements for such meetings shall be made with the appropriate administrator at least three (3) days in advance and during regularly scheduled working hours of the building Custodian.

Section 7.6 School Equipment

The Association shall have reasonable use of school facilities and equipment including, but not limited to: fax machines, typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

Section 7.7 Bulletin Boards

The Association will have the right to reasonable use of all designated District bulletin boards for Association business. Space shall be provided in all buildings housing bargaining unit members.

Section 7.8 Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of 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 acknowledgment indicating a failure to sign may result in disciplinary action.

Section 7.9 Required Meetings or Hearings

When an employee is required to appear before the Superintendent, Board or any committee thereof where the subject of the appearance shall concern 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 of the Association present to advise and represent him during such meetings or interviews.

Section 7.10 Savings Clause – Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under the Public School Code of 1949 as amended or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

Section 7.11 Right To Manage

The District's right to manage shall include the right to make and enforce reasonable rules and regulations and to make adjustments in such rules and regulations from time to time, provided that such changes do not constitute a unilateral implementation, alteration, addition or deletion to the present Collective Bargaining Agreement in effect at the time or the practices associated with the Collective Bargaining Agreement.

The right to manage shall include the right to discharge with just cause.

An employee who has been affected under this clause, as defined in the paragraph above, may file a grievance provided that the grievance is timely as defined by the grievance procedure contained herein (the Collective Bargaining Agreement).

Any failure by either party to adhere to the contractual timelines found within the grievance procedure will cause the grievance procedure to be sustained for the other party involved in the action.

ARTICLE VIII HOURS OF WORK

Section 8.1 Work Day – Cafeteria

Cafeteria managers will work and be paid for eight (8) hours per day which will include a one-half (1/2) hour duty-free lunch. Periodically, cafeteria managers shall be required to attend managerial meetings and training sessions and shall be compensated at the regular hourly rate therefor. For all other workers, work is based on actual hours of work. Present schedule is based on five (5) hours or more for full-time workers other than cafeteria managers. Part-time hours vary according to need. Time for lunch is beyond hours of work. A paid fifteen (15) minute break will be provided to all cafeteria employees who work four (4) or more hours per day.

In each school year cafeteria employees will work no less than 180 days unless the required number of student days is reduced in a school year by the State Legislation. When the need for extra time arises, request is made by the kitchen manager to the Coordinator of Food Services, who determines the amount of time needed. If the cause is other than an emergency, the work schedule is adjusted.

Section 8.2 Work Day Warehouse Personnel

Warehouse employees shall work twelve (12) months per year eight (8) hours per day, which will include a one (1) hour duty free lunch.

Section 8.3 Work Day – Secretaries

Secretarial employees shall be on the job eight (8) hours per day, forty (40) hours per week, 260 days per year inclusive with a one (1) hour paid lunch each day. A paid fifteen (15) minute break period will be provided daily during the normal work day.

Section 8.4 Summer Hours

- a. Summer hours for 12-month employees shall be granted for four (4) consecutive weeks during the summer. Employees shall be notified of the dates for the four (4) consecutive weeks by May 1. The work day will begin at 7:30 A.M. and will end at 2:00 P.M. which will include a one-half (1/2) hour paid lunch.

Section 8.5 Secretarial Categories

- A. As of July 1, 1995, the category of secretary shall be determined by the preponderance of the duties of the position not the location of the position.
- B. Any employee currently recognized in a higher paying category than listed below shall remain in that category for salary purposes only. Upon termination of the employee, the job shall be re-categorized for salary purposes according to the contract in effect at that time.
- C. Any employee that disputes the category of their position may appeal to the "*Position Review Committee*" which shall be comprised of equal members of the Association and the employer. Decisions shall be made by a majority vote.
 - a. General Secretaries – Building secretaries, secretaries to: Directors, Coordinators, or Supervisors.
 - b. Financial Secretaries – Secretaries (if the preponderance of duties is financial)
 - c. Business Office Specialists
 - d. Coordinators
 - e. Bilingual Liaisons
 - f. Principal Assistants (school year)

Section 8.6 Paraprofessionals

All paraprofessionals shall be paid salary calculated by multiplying the hourly rate by the number of hours scheduled each year times the number of instructional days scheduled for that school year. The salary shall be paid over a twelve (12) month period. In the event the start of school for students is delayed, or, if students are dismissed early, paraprofessionals shall suffer no reduction in the daily rate of pay for the day on which the abbreviated school day occurs. The normal work year shall be 180 days which shall be scheduled, worked, and paid whether or not the students actually receive 180 days of instruction in a school year. In the event the days are scheduled and worked in excess of 180 days in any school year, the paraprofessionals so scheduled and worked shall be paid an additional days pay for each such additional day so scheduled and worked.

Grandfathered full-time paraprofessionals and newly-hired part-time paraprofessionals working six (6) hours shall be given a one-half (1/2) hour paid lunch as part of their regular work day. A paid fifteen (15) minute break will be provided to all non-grandfathered paraprofessionals that work between four (4) and five 3/4 (5 3/4) hours or more per day.

ARTICLE IX SICK LEAVE

Section 9.1 For those eligible, sick leave will be credited on July 1 or the employee's first day on the job of each year and employees will receive prompt notification of the number of sick days they have accumulated. New employees, upon completion of their probationary period, and employees not starting work on the first normal workday shall be credited with sick leave on a pro-rata basis based on the normal work year of the classification. Part-time employees will be eligible for sick days on a pro-rata basis based on the normal work year of the classification upon completion of the probationary period. A doctor's excuse may be required by the administration for absences of more than two (2) consecutive days or if abuse is suspected provided that such absences are patterned or excessive and that employee has been informed in writing of the employer's intent. The unused portion of this leave shall accumulate from year to year without limitation, and there shall be no limit on the number of accumulated sick days taken at any other time.

Section 9.2 Sick Days

A. Schedule of Sick Days Credited Per Year

Full-Time 12 month	- 11 days
Full-Time 10-month	- 11 days
Part-time Employees	- 5 days

Section 9.3 Payment for Unused Sick Leave

After five (5) years of employment, payment for unused sick leave will be as follows: 1-200 days \$30.00 per day, 201 or more days \$50.00 per day upon retirement or on severance of the employee other than discharge, or to dependents if death occurs during the employee's term of service.

Section 9.4 Use of Sick Leave for Personal Leave

For the duration of this contract three (3) days of sick leave per year may be used for any personal reason.

Section 9.5 Sick Leave Bank

1. The sick leave bank is voluntary for members of the bargaining unit.
2. Only participating members may withdraw from the sick leave bank.
3. All accumulated sick leave and personal leave must be exhausted before an individual may withdraw from the bank.
4. Upon establishment of the bank, each participating employee will donate one of his/her accumulated days to the bank. Members will not be required to contribute any additional sick days until such time as the bank requires replenishment.
5. When an individual's total leave has been exhausted, the point at which that individual becomes eligible to withdraw days shall be based upon the amount of sick and personal leave accumulated by the individual as of the first day of the contract year in which the request for benefits is made. The waiting period is measured in scheduled workdays as follows:

Accumulated Leave

Waiting period

Less than or 70% of days
 More than 70% of days
 More than 80% of days
 More than 90% of days

Five (5) school days
 Three (3) school days
 One (1) school day
 Zero (0) school days

6. All requests for use of days from the sick leave bank will be reviewed for final decision by the Sick Leave Bank Committee. It is understood that the intention is to provide for catastrophic situations such as cancer; coma; massive heart attack; stroke; terminal illness. The Association will appoint the members of the Committee.
7. The maximum number of days that may be withdrawn by an individual in a given school year shall be thirty (30).

8. Employees who do not become members of the bank when it is established may become members in any subsequent year by donating to the bank the number of days so far relinquished by the participants in the bank; these members are subject to a one-year waiting period before they may withdraw from the bank.

New employees may become full participants in the bank without any waiting period provided that they donate one day to the bank in the first year in which they receive sick days.

Requests for withdrawal from the bank shall be made in writing to the Committee, which will approve the withdrawal at their discretion.

9. Nothing contained herein shall be construed to modify the discretionary powers of the Board to grant additional leave.
10. The Association agrees to indemnify and hold the District harmless for any and all actions that may be brought against it as a result of the implementation or interpretation of these guidelines.

ARTICLE X LEAVES OF ABSENCE

Section 10.1 Employees may request a leave of absence without pay for personal or health reasons for a period not to exceed one (1) year. Request for such leave shall be made in writing and the District response to said request shall be made in writing within ten (10) work days following the regularly scheduled Board meeting.

Section 10.2 Legal Leave

Full-time employees are entitled to one (1) day for court appearances if they are subpoenaed to give testimony as a witness. An employee who is party to the action is excluded from this provision unless the action is work related.

Section 10.3 Military Leave

Such leave will be granted as provided in the Pennsylvania School Code and other applicable laws.

Section 10.4 Bereavement Leave

Employees covered by this Agreement shall receive their regular full day's pay when absent on account of death in the immediate family provided such absence does not extend beyond four (4) days with the provision that if additional days be necessary for burial they will be allowed up to and including the day following the day of burial not to exceed seven (7) days. Members of the immediate family shall be defined as mother, father, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, grandchild or near relative who had lived with the family in the same household or any person with whom the employee has made his home.

In case of death of a near relative, no deduction in pay shall be made for absence to attend a funeral of such relative for a period not to exceed one (1) day. A near relative is defined as aunt, uncle, grandfather, grandmother, first cousin, nephew, niece, brother-in-law, sister-in-law.

Section 10.5 Jury Duty Leave

Employees who must serve on jury duty shall suffer no loss of pay during such time. Said employee shall endorse over to the employer any fees excluding expenses received from the court. Any employee who is party to the action is excluded from this provision.

Section 10.6 Maternity Leave

Female employees who become pregnant shall be granted a leave without pay (except as hereinafter provided) for the period not to exceed one (1) year. The employee shall have the option to exhaust all or part of her accrued sick leave before beginning said leave without pay. The employee shall give the School District fifteen (15) days written notice prior to termination of such leave and failure to give such notice shall be tantamount to resignation. Seniority rights shall continue to accrue during maternity leave, however, employees shall not receive additional years credit for application on the employer's salary guide. Maternity and post confinement leave shall be for a maximum of one (1) year.

ARTICLE XI SENIORITY

Section 11.1 Seniority is defined as the employee's continuous length of service from the most recent date of hire. During any unpaid leave of absence the employee's seniority shall be frozen.

Section 11.2 By August 15th of each year, the Association will receive an updated seniority list for each classification.

Section 11.3 The following shall constitute a break in continuous service and terminate seniority:

- (a) resignation
- (b) discharge
- (c) retirement
- (d) failure to report for work within twelve (12) working days after being notified by the employer following a layoff
- (e) failure to report for work upon expiration of a leave of absence unless the employee has requested in writing an extension of such leave of absence at least ten (10) work days prior to the expiration of the leave
- (f) accepts other employment during regular working hours while on leave of absence
- (g) layoff for more than eighteen (18) months if such layoff occurs when no building program is in progress by the District or for more than thirty-six (36) months if a building program is in progress by the District

Section 11.4 Employees starting on the same day will draw lots to determine seniority. This process will take place within fifteen (15) days of the starting date. One (1) representative from the District and one (1) representative from the Association must be present during this process.

Section 11.5 All current employees sharing a common hiring date within their current classification will draw lots to determine seniority.

ARTICLE XII LAYOFFS

Section 12.1 Secretaries, Paraprofessionals and Warehouse Personnel

- A. In the event there shall be a reduction in the workforce, layoffs shall occur in the inverse order of seniority as applied separately to each classification seniority list. Employees have the right to elect either the layoff or use of bumping rights. If a full-time paraprofessional or secretary is being laid off, the full-time employee will have the right to bump into the part-time seniority list. Part-time employees will not be allowed to bump into the full-time seniority list.

- B. The following seniority lists shall be established for purposes described in this collective bargaining agreement:
1. Full-Time Secretaries
 2. Part-Time Secretaries
 3. Full-Time Paraprofessionals
 4. Part-Time Paraprofessionals
 5. Full-Time Warehouse Personnel
- C. An employee who is being laid off shall have the right to elect either the layoff or to use the classification bumping rights as defined in this Section.

Section 12.2 Cafeteria

The provisions of this Section shall apply separately to each of two (2) seniority lists – one list will be composed of part-time workers and the other list will be composed of full-time workers. In the event that there shall be a reduction in the work force, layoffs shall be in the inverse order of seniority as applied separately to each of the two (2) seniority lists. In the event that an employee must bump into another school within the School District, the employee shall have the choice of bumping or being laid off. Part-time employees will not be allowed to bump into the full-time seniority.

Section 12.3 General Provisions

No new employees shall be hired until all employees on layoff status who desire to return to work have been recalled to the same or lesser category.

Employees who are laid off shall be recalled in the order of their category within their classification seniority to the employer provided he is physically able to perform the work.

ARTICLE XIII VACANCIES/TRANSFERS

Section 13.1 Vacancies – Cafeteria Workers

The provisions of this section shall apply to one, joint seniority list composed of the combination of the two separate seniority lists for cafeteria workers. Vacancies shall be posted for five (5) days prior to filling. In the filling of vacancies, preference shall be given to the most senior applicant who possesses the skill, ability and qualifications to perform the duties of that position.

Section 13.2 Vacancies – Warehouse Personnel

Vacancies shall be posted for five (5) days prior to filling. In the filling of vacancies, preference shall be given to the most senior applicant who possesses the skill, ability and qualifications to perform the duties of that position.

Section 13.3 Vacancies – Secretaries

The provisions of this section shall apply to secretaries. The classifications for secretaries from lowest to highest ranking are: Principal Assistants (school year) General Secretary, Bilingual Liaisons, Financial Secretary, Business Office Specialists, and Coordinators. When a vacancy or new position occurs for any reason, said vacancy or new position shall be posted immediately in all work sites for five (5) work days. The posting shall include all qualifications necessary for the position. Employees interested in the position shall make written application during the five (5) day period. The District may fill the position on a substitute basis for no more than thirty (30) calendar days. The following procedures shall apply:

- a. Employees bidding on a vacancy within their category and at the same or lesser classification within that category shall be filled by the most senior applicant if qualified.
- b. When employees within a category bid on a vacancy in a higher classification, the vacancy shall be filled by the most senior applicant if qualified.
- c. Any vacancies as defined in the CBA that arise in Coordinator or Business Office Specialist classification shall be filled as follows:
 1. Employees within the classification where the vacancy exists will have first bidding rights, if qualified, in accordance with the CBA.
 2. If a position remains unfilled, employees in the other secretarial classifications will have the next bid rights, if qualified, in accordance with the CBA.
 3. If the position still remains unfilled, employees in the Bargaining Unit will have next bid rights, if qualified, in accordance with the CBA.
 4. If the position still remains unfilled, the District may consider applicants, if qualified, from outside the bargaining unit.

Section 13.4 Vacancies – Paraprofessionals

- a. The provisions of this section shall apply to paraprofessionals. When a vacancy or new position occurs for any reason, said vacancy or new position shall be posted immediately in all work sites for five (5) work days. The District must fill the position once posted within thirty (30) working days.

Notification of vacancies will also be sent to the Association president or designee at the time of posting. The posting shall include all qualifications necessary for the position. Employees interested in the position shall make written application during the five (5) day period. During the summer months, the five (5) day posting period will begin with notification of the opening in conjunction with a summer pay period. The following procedure shall apply:

- b. Employees bidding on a vacancy within their category and in the same classification shall be awarded the position on the basis of seniority.
- c. When employees within this category bid on a vacancy in a different classification, the position shall be awarded on the basis of seniority.
- d. A paraprofessional may only change position by bid, once during any school year.

Section 13.5 Vacancies – Bidding Between Categories

For the purpose of filling of vacancies, there are four categories of employees as follows: secretaries, warehouse personnel, paraprofessionals and cafeteria workers. When an employee from one category bids for a position in another category, said employee need not be awarded the position on the basis of seniority. If all the applicants for a particular position are currently employees in another category, the filling of the vacancy shall be at the sole discretion of the Board and the vacancy need not be filled with a current employee except for the provisions set forth in Section 13.3 Vacancies/ Secretaries.

Section 13.6 Probationary Period

All employees assigned or transferred to new positions or filling vacancies shall be subject to a probationary period of forty-five (45) work days. The Board may terminate newly hired employees at its discretion during this period without right of appeal. The original position of employees transferring to a new position can be filled with a temporary employee until expiration of the probationary period. The District will meet with the bargaining unit member who is to be assigned or transferred to a new position or vacancy before that person is reassigned to provide the individual with a review of the job duties of the new position.

ARTICLE XIV FRINGE BENEFITS

Section 14.1 Hospitalization

The Board will provide for each employee and spouse (as noted) and dependent to age nineteen (19) or to age twenty-three (23) if a full-time college student, a self-funded plan administered by a third party administrator which provides, effective the first of the month following the signing of this agreement, for a PPO with specifics as set forth on the attached document.

- A. Effective upon the signing of this agreement each bargaining unit member eligible for coverage and enrolled in the district's hospitalization plan as of that date will receive a \$250 payment to be made within 3 weeks of the signing of the agreement in recognition of the change in health coverage. Effective for the 2010 calendar year only (1/1/10 to 12/31/10) each bargaining unit member eligible to receive health coverage and enrolled in the district's hospitalization plan shall receive a credit up to \$125 to be administered through the district's Flexible Spending Account for verified medical expenses.

Nothing in this Agreement shall require the District to extend family coverage or husband and wife coverage under any hospitalization plan to both employees who are married and eligible for coverage under the District plan or the same plan with another employer. Such employees shall be entitled to reinstatement of full coverage in the event of death, divorce or other loss of coverage through his or her spouse.

B. **Benefit Waiver Policy** – All full-time ESPA employees of the Hazleton Area School District may reduce or waive coverage for hospitalization, medical-surgical, dental and vision insurance coverage's offered in four (4) available combinations.

1. Hospitalization, medical-surgical, dental and vision.
2. Hospitalization, medical-surgical.
3. Dental.
4. Vision.

All full-time employees of the Hazleton Area School District waiving health insurance benefits will be reimbursed thirty percent (30%) of the premium cost of the affected coverage.

To exercise waiver of benefits, an employee must submit a completed request for employees benefit waiver to the business office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year.

The benefit waiver period begins July 1st of each school year and terminates June 30th of the proceeding year.

Payment to the employee for waiver of health benefits will be made on December 1st and on June 1st of the same school year. Payment will be separate from the employee's base pay. Employees hired after July 1st of the school year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.

The request to waive health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period (June 30th) unless discontinued earlier for emergency situations as listed below.

Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the business office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be prorated.

An emergency is defined as an unforeseen change in an individual's circumstances.

In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health, dental, and vision insurance benefits provided to all other bargaining unit members.

In no event will the waiver policy be used to circumvent any rights an employee or their dependents may have under any state and/or federal rules, regulations, or laws.

Section 14.2 Medical, Dental, Vision and Life Insurance coverage

A. The Board will provide for coverage as follows:

Grandfathered employees – All employees who are considered full time as defined in the 2003-2007 collective bargaining agreement as of the date of the signing of this agreement will be grandfathered as full time employees and will maintain that full time status for the purposes of maintaining their medical, dental, vision and individual life insurance benefits so long as they remain in that status.

Under the new definition for part-time and full-time employees, a part time employee regularly working 6 hours or more per day will qualify for individual medical, dental and vision coverage along with the life insurance plan. All full-time employees who regularly work 7 hours or more per day will be eligible up to family coverage for medical, dental, vision and for individual life insurance.

The 3-year period set forth in Article 14.1 of the 2003-2007 CBA whereby eligible employees received individual coverage for the first 3 years before being eligible for family benefits will be eliminated as of the date of the signing of this agreement. All grandfathered employees who are currently in that 3-year cycle and have individual coverage will be eligible for up to family coverage on the first day of the month following the signing of the agreement

Section 14.3 Dental Insurance

The Board will provide for each employee and spouse (as noted) and dependent to age nineteen (19) or to age twenty-three (23) if a full-time college student prepaid dental care policy equal to or better than full Blue Cross/Blue Shield Dental care (100-UCR) excluding orthodontia coverage.

In the event the contract between the Hazleton Area School District and the Union representing the District teachers changes dental coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this contract.

Section 14.4 Vision Insurance

The Board will provide for each employee and spouse (as noted) and dependent to age nineteen (19) or to age twenty-three (23) if a full-time college student the Davis Vision.

In the event the contract between the Hazleton Area School District and the Union representing the District teachers changes vision coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this contract.

Section 14.5 Life Insurance

All full-time employees in the categories of cafeteria, secretaries, warehouse personnel and paraprofessionals will be provided coverage in the amount of Forty Thousand Dollars (\$40,000), effective in the 2009-2010 contract year, and Forty-Five Thousand Dollars (\$45,000), effective in the 2010-2011 contract year, in convertible group term life insurance.

Section 14.6 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.

Any actively employed bargaining unit member who is not eligible for individual or family hospitalization, dental, or vision 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 for a quarterly period. Failure to make such payment will result in termination of coverage.

Section 14.7 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 collective bargaining 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.

The Employer shall have the unilateral right to change dental, vision, or life insurance carriers provided there are no decreases in benefits.

Section 14.8 Descriptions

The District 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 14.9 Education/Training

Any training required by the employer will be provided at no charge to the employee(s). In the case of an employee(s) training to enhance employment skills, such education/training may be provided at the school district's expense with administrative approval.

ARTICLE XV OVERTIME

One and one-half (1 1/2) times an employee's regular hourly salary shall be paid for all hours in excess of forty (40) hours per week. If any employee is required to work on a Saturday or Sunday, he will receive one and one-half (1 1/2) times his regular rate. For Saturdays, Sundays and the forty (40) hour week there will be no pyramiding for overtime payment purposes.

ARTICLE XVI PHYSICAL EXAMINATIONS

All required physical examinations for cafeteria employees shall be performed by the School District physician and at School District expense.

ARTICLE XVII PAID HOLIDAYS

Section 17.1 The following days shall be recognized as paid holidays for all full-time secretaries and full-time twelve (12) month employees:

1. New Year's Day
2. Presidents' Day
3. Columbus Day
4. Good Friday
5. Easter Monday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. The Day After Thanksgiving
11. Veterans' Day
12. The Day Before Christmas
13. Christmas Day
14. The Day After Christmas

The first day of deer season shall be a day off provided school is not in session on that day.

Section 17.2 Each full-time 10-month employee will receive six (6) holidays for which he or she will be paid at his or her normal hourly rate times the number of normal working hours per day, as follows:

1. Thanksgiving Day
2. Christmas Day
3. Good Friday
4. Easter Monday
5. New Year's Day
6. Memorial Day

Easter Monday shall be used by the District as a snow or emergency make-up day, the employee may use any other work day as a paid holiday. The scheduling of the "*other work days as a paid holiday*" is subject to the approval of the employee's immediate supervisor.

Section 17.3 Each part-time employee will receive five (5) holidays for which he or she will be paid at his or her normal hourly rate times the number of normal working hours per day.

The five (5) holidays will be as follows:

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. Good Friday
5. Memorial Day

Section 17.4 When any of the paid holidays falls on a Saturday or Sunday, the Employer may, at its discretion, observe the holiday immediately prior to or immediately following the scheduled holiday.

An employee to be eligible for holiday pay shall have worked the full work day immediately prior to or following such holiday unless his absence on either of such days has been excused.

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

Employees who work on a scheduled holiday shall be paid two (2) times their normal hourly rate plus regular holiday pay for all hours so worked, except as is provided in Section 17.3.

When a scheduled holiday falls during an employee's vacation time, the holiday shall not be charged as a vacation day.

ARTICLE XVIII VACATIONS

Section 18.1 Full-time 12-Month Employees:

1. With one to four complete years of service – 2 weeks.
2. With five or more complete years of service – 3 weeks.

Commencing with the 2004-2005 school year:

3. After twenty (20) complete years of service – 16 days
4. After twenty-one (21) complete years of service – 17 days
5. After twenty-two (22) complete years of service – 18 days
6. After twenty-three (23) complete years of service – 19 days
7. After twenty-four (24) complete years of service – 20 days

Employees hired between July 1st and April 30th shall receive credit for a full year; employees hired between May 1st and June 30th shall not receive credit for that year for vacation purposes. Vacations will be granted only in the vacation year in which they are due and may not be carried over the following year unless the employee is precluded from taking his vacation in the vacation year by the Employer.

Section 18.2 Upon death of an employee his family beneficiary or estate shall receive vacation pay for any unused vacation. Upon retirement, severance of the employee for other than discharge shall receive vacation pay for any unused vacation.

ARTICLE XIX TARDINESS

Employees reporting late for work, unless in an emergency, or leaving early shall be "*docked*" $\frac{1}{4}$ hour for each fraction thereof.

Example: One (1) minute to fifteen (15) minutes late docked fifteen (15) minutes. Sixteen (16) minutes to thirty (30) minutes late docked thirty (30) minutes.

No employee shall be subjected to the above if reporting late or leaving early with the prior approval of their immediate supervisor. Said approval shall be limited to a maximum of one-half ($\frac{1}{2}$) hour.

Employees who are habitually tardy or leave early shall be subjected to the Board Disciplinary Procedure as described herein.

ARTICLE XX NO DISCRIMINATION

In accordance with the laws of the United States, the State of Pennsylvania and the established policies and practices of the Board of School Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, national origin, marital status, place of domicile or membership or participation in or association with the activities of the unified organization.

ARTICLE XXI PRINTING OF THE AGREEMENT

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Association on format. The Agreement shall be made available to all employees at the earliest possible date after ratification.

ARTICLE XXII IMMUNIZATION PROGRAM

A program of voluntary immunization (flu shots) will be available for all employees. This program shall include a make-up date for any employee unable to take the shots when scheduled.

ARTICLE XXIII RETIREMENT

Each employee must become a member of the Commonwealth's Public School Employees' Retirement System. Deduction will be made by the District in accordance with the state schedule. (Refer to salary checks and deductions.) All questions concerning retirement benefits should be directed to the secretary of the Retirement Board. (Above applies only to eligible employees.)

ARTICLE XXIV RETIREMENT INCENTIVE

The district will provide to all employees who are eligible for the Retirement program as follows:

A. Requirements

1. Minimum of fifty-five (55) years of age or thirty (30) years of service.
2. Minimum of fifteen (15) years of service or by the transfer of entity in the Hazleton Area School District (years need not be consecutive).
3. There will be two (2) retirement windows available. The first window will require the employee to submit a letter of resignation prior to May 1, 2010, with the retirement effective at the conclusion of the 2009-2010 school year. The second window will require the employee to submit a letter of resignation prior to April 15, 2011, with retirement effective at the conclusion of the 2010-2011 school year.

B. Benefits

The employee and spouse will receive the current health insurance plan, or equivalent coverage providing said coverage is available.

C. Funding

1. The cost of the benefits will be funded by the District up to amount not greater than 70% of the retiring employee's final wages. This expenditure shall hereafter be referred to as "*specified amount*".
2. The District shall deduct from the specified amount the cost of the employee's monthly premiums for the coverage specified in Section B.
3. The District is not required to appropriate the amounts needed to fund the premiums in a separate account. It is understood that the funds will be included in the District's general fund budget and available for the payment of the retirees' premiums.

D. Termination of Benefits

1. If the specified amount is depleted prior to the retired employee reaching age sixty-five (65), he/she shall have the option of paying the premiums for the benefits outlined in Section B at his/her own expense.

2. If the retired employee should die prior to reaching age sixty-five (65), his/her spouse shall be given the option of continuing the benefits outlined in Section B for as long as sufficient funds exist from the specified amount to pay the premiums.
3. When the retired employee reaches age sixty-five (65), this program ceases for both the retired employee and spouse.
4. The retired employee and spouse shall have no vested rights to the specified amount. For illustrative purposes, if 1) coverage as outlined in Section B is no longer available, 2) the retired employee reaches age sixty-five (65); or 3) the retired employee dies prior to age sixty-five (65) and the spouse decides not to continue coverage as provided in 2 above, the program ceases for that employee and his/her spouse with no rights to the specified amount, credits or any portion thereof.

ARTICLE XXV HIGHER RATE WHILE SUBSTITUTING

A part-time or full-time cafeteria worker who substitutes for a full work day as a cafeteria manager shall be paid a differential of \$2.00/hour for all hours worked as a substitute for that person.

A part-time or full-time secretary who substitutes for another secretary in a higher paid classification for a period of five (5) consecutive days or more shall be paid at the higher rate for all hours worked as a substitute for that person.

ARTICLE XXVI MODIFICATIONS TO AGREEMENT

The parties agree that no modification of this Agreement shall be effective during the term thereof unless made in writing, duly executed by the officers of the Board and the Association. If during the term of this Agreement an article, clause, provision or portion of the Agreement is ruled invalid by a court of competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect. Any provision of state or federal law or regulations which may appear to alter or impair the rights of the parties to this Agreement shall be construed in a manner consistent with any judicial interpretation of such law or regulation but so as to wherever possible effectuate the terms and intentions of the parties to this Agreement.

ARTICLE XXVII MISCELLANEOUS

Section 27.1 If an employee is assigned the duty of keeping records for the activities fund and/or athletic fund, that employee shall receive a total additional salary equal to that of the salary listed in the Teachers' contract for the same job. These extra duties shall be offered to the employees in order of seniority within that building. If no employee accepts these duties, then these duties will be assigned to the least senior employee in the building.

Section 27.2 The President / Co-Presidents shall be provided with copies of all postings of bargaining unit positions throughout the year.

ARTICLE XXVIII WAGES

Section 28.1 Payment Schedules

1. Each employee covered by the provisions of this Agreement who normally receive twenty-six (26) pay periods shall receive twenty-six (26) pay periods except as follows.

Whenever there is a need for twenty-seven (27) pay periods, the Board will be authorized to implement the following procedure provided each employee is informed before the procedure is instituted. The annual salary of the employee for that particular fiscal year shall be divided by twenty-seven (27) pay periods in place of the twenty-six (26) pay periods.

Section 28.2 Wage and Salary Schedules

- a. The employees in this bargaining unit will receive the following across the board increases which are reflected in the attached wage list:

2007-2008	4.5%
2008-2009	4.25%
2009-2010	4.25%
2010-2011	4.0%

The wage scales will be eliminated.

- b. Salary payments for all unit employees shall be by direct deposits.

c. In order to be eligible for the retroactive raise, an employee must have been hired prior to July 1, 2007, and still be employed as of the date of ratification.

d. Starting Salaries shall be as follows:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Paraprofessional	\$ 9.50	\$ 9.50	\$ 9.90	\$10.30
Special Ed Paraprofessional	\$ 9.75	\$ 9.75	\$10.16	\$10.56
Cafeteria Worker	\$ 9.50	\$ 9.50	\$ 9.90	\$10.30
Cafeteria Manager	\$13.75	\$13.75	\$14.33	\$14.90
General Secretary	\$ 9.90	\$ 9.90	\$10.32	\$10.73
Financial Secretary	\$10.50	\$10.50	\$10.94	\$11.38
Business Office Specialist	\$12.00	\$12.00	\$12.51	\$13.01
Coordinator	\$13.50	\$13.50	\$14.09	\$14.65
Courier	\$ 9.50	\$ 9.50	\$ 9.90	\$10.30
Warehouse Assistant	\$10.25	\$10.25	\$10.68	\$11.11

These starting salaries will increase by the following percentages:

2009-2010	4.25%
2010-2011	4.0%

Section 28.3 Salary Changes

Secretaries, paraprofessionals and cafeteria employees and warehouse personnel involuntarily moving from one classification to another within their category or involuntarily moving from one category to another category shall receive the appropriate starting salary or retain their current salary whichever is higher.

Employees voluntarily moving from one category to another category shall receive the appropriate starting salary within the new category.

Employees voluntarily moving from one classification to another classification within their category shall receive the appropriate starting salary or retain their current salary (plus or minus the differential) whichever is higher.

Section 28.4 Paraprofessionals

All aides who received additional compensation in the 1994-95 contract years for acquiring an associate's degree and/or a baccalaureate degree will continue to receive that additional compensation. No additional compensation will be paid for the acquisition of an associate's degree and/or a baccalaureate degree for those aides. All other aides who acquire or who have acquired an associates degree shall receive 25 cents per hour added to his/her base hourly wage. All other aides who acquire or who have acquired a baccalaureate degree shall receive 50 cents per hour added to his/her base hourly wage.

Section 28.5 Secretaries

Secretaries who have or acquire an associate degree will receive \$700.00 per year in addition to the salary shown in Section 29.2. Secretaries who have or acquire a bachelor's degree will receive \$1,400.00 per year in addition to the salary shown in Section 29.2.

ARTICLE XXIX MANAGEMENT RIGHTS

Section 29.1 The Association acknowledges that it is the exclusive function of the Employer to hire, layoff, promote, transfer, classify, suspend, discipline or discharge any employee.

Section 29.2 Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the rights of the Employer at its discretion, to manage all operations including the direction of the working force; right to plan, direct or control the operation of all equipment and other property of the Board; to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

The Employer shall have the right to make, alter, publish and enforce from time to time reasonable rules and regulations to be observed by the employees. The bargaining unit shall meet and discuss with the Employer any change in rules or regulations prior to their implementation.

Section 29.3 It is agreed that the above recited management rights are subject to the grievance and arbitration procedures as set forth herein when in the exercise of said rights, the Employer has violated a specific term or provision of one or more other articles of this Agreement.

ARTICLE XXX DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 2007 and shall remain in full force and effect up to and including the 30th day of June, 2011. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representatives, and intending to be legally bound hereby have hereunto set their hands and seals, this 27th day of February, 2009.

HAZLETON AREA SCHOOL DISTRICT

By: B. E. [Signature]

Attest: [Signature]

HAZLETON AREA EDUCATION SUPPORT PROFESSIONAL ASSOCIATION ESPA/PSEA/NEA

By: Mary Bart
President

By: Linda B. Matyas
Negotiating Team

By: Janice T. Bowman
Negotiating Team

By: Mary Guralis
Vice President

By: [Signature]
Secretary

By: Joanne Strizak
co-treasurer

[Signature]
Co-Treasurer

Mary Ann Pollard
Negotiating Team

Hazleton Area School District
BlueCare® PPO Plan D

Group Numbers: 52729 & 52731

	Insured Responsibility	
	Preferred	Non-Preferred
	Calendar Year	
- Benefit Period	\$250	\$500
- Deductible (Maximum 3 deductibles/family)	None	20%
- Coinsurance	N/A	\$2,000
- Coinsurance maximum (Maximum 3 coinsurance maximums/family)	\$2,000,000 combined for preferred/non-preferred	
- Lifetime maximum	None	\$500 (facility) 20% (professional)
- Precertification penalty (facility)		
Preventive Care Services		
- Childhood immunizations (not subject to deductible, copay applies for office visits)	No charge	20%
- Routine gynecological examination and pap smears (not subject to deductible)	\$15	20%
- Screening mammograms, age 40+ (not subject to deductible)	No charge	20%
Emergency Services		
- Ambulance services, emergency transport	None	20%
- Ambulance services, non-emergency transport	20%	20%
- Outpatient emergency room visit (not subject to deductible or coinsurance, copayment waived if admitted to hospital)	\$50	\$50
Inpatient Services (precertification required)		
- Inpatient hospital services (365 days per benefit period)	No charge	20%
- Maternity care services	No charge	20%
- Skilled nursing care (100 days per benefit period)	No charge	20%
Outpatient Services		
- High-tech imaging (MRI, MRA, CT Scan, PET Scans, Nuclear Cardiology)	No charge	20%
- Diagnostic testing (lab tests, x-rays, etc)	No charge	20%
- Physical, Speech, and Occupational Therapies (36 visits combined per benefit period)	No Charge	20%
- Cardiac rehabilitation (3 times a week for 12 weeks per benefit period)	No charge	20%
- Pulmonary rehabilitation therapy (36 visits per benefit period)	No charge	20%
- Respiratory therapy (Unlimited)	No charge	20%
- Radiation, dialysis, and chemotherapy	No charge	20%
Other Services		
- Allergy extract/injections	No charge	20%
- Bony impacted wisdom teeth	No charge	20%
- Chiropractic care (12 treatments per benefit, Specialist copay applies for office visits)	\$15	20%
- Durable medical equipment, prosthetics and orthotics	No charge	20%
		Unlimited
- Home health care (Unlimited)	No charge	20%
- Home infusion therapy	No charge	20%
- Hospice care (180-day maximum per lifetime)	No charge	20%
- Surgery	No charge	20%
- Maternity services (physician office visits)	\$15 initial visit	20%
- Primary care office visits (preferred provider office visits not subject to deductible). Unlimited visits.	\$15	20%
- Specialty care office visits (preferred provider office visits not subject to deductible). Unlimited visits.	\$15	20%
Mental Health (precertification required for inpatient)		
- Inpatient hospitalization (30 days/benefit period)	No charge	20%
- Outpatient services (60 visits/benefit period)	50%	50%
Substance Abuse (precertification required for inpatient)		
- Outpatient services (30 visits/benefit period; 120 visits per lifetime)	No charge	20%
- Detoxification (7 days per admission/4 admissions per lifetime)	No charge	20%
- Inpatient non-hospital residential services (30 days/benefit period; 90 days/lifetime)	No charge	20%
- Partial Hospitalization (Additional 30 visits of outpatient or partial hospitalization per benefit period may be exchanged for 15 inpatient non-hospital residential days, subject to 120 outpatient lifetime maximum)	No charge	20%
Prescription Drugs		
- Drug deductible (per benefit period)	None	None
- Drug maximum (per benefit period)	None	None
- Retail, 30-day supply (Tier 1/Tier 2/Tier 3)	\$5/\$20/\$35	Special Circumstances only
- Mail order program (up to a 90-day supply)	\$10/\$40/\$105	
- Oral contraceptives	Covered	Covered

The deductible applies to all services unless otherwise noted above.

Note: This summary is an abridged overview of the benefits covered by BlueCare PPO. It highlights general features and is not intended to be a substitute for the terms, provisions, limitations and conditions imposed by the controlling contract(s). Since benefits are reviewed annually and are often modified, if there is a condition that you are treated for on a regular basis, be sure to inquire about your specific coverage needs.

Please note that your self-funded group benefits may differ from the benefits and services described herein. Consult your Summary Plan Description for complete details of your program.

First Priority Life Insurance provides administrative services only, including claim administration services, for the health benefits program designed by your Employer. Your Employer or its designee is the named Fiduciary and Plan Administrator of that health benefits program. First Priority Life Insurance does not assume financial risk or obligation for claims liability under the program.

The Plan Administrator has complete discretionary authority to construe, interpret and apply all terms of your Employer's health benefits program relating to the content and extent of benefits therein. Failure of the Plan Administrator to exercise any right under the health benefits program will not operate as a waiver of such right.