

Agreement Between
The Federation Secretaries
of Bethel Park

The Bethel Park Federation of Teachers
Local 1607
American Federation of Teachers, AFL-CIO



and

The Bethel Park School District

July 1, 2019 through June 30, 2025

**AGREEMENT FOR
July 1, 2019 to June 30, 2025**

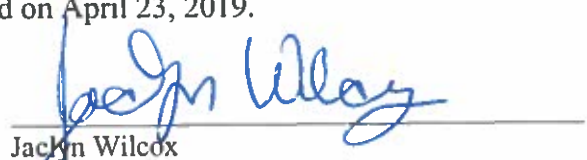
This Agreement is made between the Board of School Directors and the Federation Secretaries of Bethel Park.

This Agreement shall become effective July 1, 2019 and shall continue in full force and effect thereafter through and including June 30, 2025.

This agreement was signed on April 23, 2019.



Donna M. Cook
President
Board of School Directors
Bethel Park School District



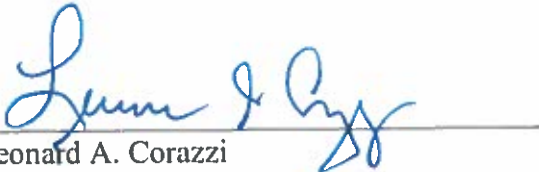
Jacklyn Wilcox
President
Federation Secretaries of Bethel Park



Joseph W. Pasquerilla
Superintendent
Bethel Park School District



Lisa Fedorowski
Vice President
Federation Secretaries of Bethel Park



Leonard A. Corazzi
Director of Finance, Operations and Human Resources
Bethel Park School District

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AGREEMENT

This Agreement is made between the Board of School Directors of the Bethel Park School District and the Federation Secretaries of Bethel Park (FSBP).

This Agreement shall become effective on July 1, 2019 and shall remain in full force and effect through and including June 30, 2025 and shall thereafter be extended for one (1) year periods, except as noted hereafter, unless either party gives written notice to the other party of the intention to open negotiations for a new Agreement with such notice to be given not less than one hundred eighty (180) days prior to the budget submission date of the school district, in keeping with the provisions of Act 195. Meetings between the parties shall begin not later than thirty (30) days after such notification.

ARTICLE I

A. Recognition

The Board of School Directors of Bethel Park School District recognizes the “Federation Secretaries of Bethel Park” (FSBP) as the exclusive representative and bargaining agent as provided for by Act 195 for all secretarial and clerical employees of the Bethel Park School District and the bargaining unit certified by the Pennsylvania State Labor Relations Board.

B. Federation Rights and Notices

1. Bulletin Board

The Federation shall have the privilege of reasonable use of school bulletin boards.

2. Inter-school Mail

The Federation shall have the privilege of reasonable use of inter-school mail facilities.

3. Notices

Whenever any written notice is required to be given by either party to the other party, either party shall do so by letter addressed:

a. Federation to District

Superintendent
Bethel Park School District
301 Church Road
Bethel Park, PA 15102

b. District to Federation

President
1725 Washington Road, Suite 102
Pittsburgh, P A 15241

4. School Facilities

The Federation shall have the privilege of reasonable use of school buildings and cafeterias for Federation functions. To avoid scheduling conflicts with school activities, arrangements for the use of such facilities shall be coordinated with the Superintendent. The Federation shall be responsible for the payment of extra-ordinary custodial fees and other expenses incident to such use.

ARTICLE II - Grievance Procedure

Section 1

A grievance shall be defined as follows:

A. A complaint that there has been a violation, misinterpretation or misapplication of this agreement; or:

B. A complaint involving a work situation; or a complaint that there has been a deviation from, or a misinterpretation of, a policy.

Step I

A sincere attempt should be made to resolve any complaint by discussion between the employee and the administrator concerned before differences become formalized as grievances. A representative of the FSBP may be present if requested by the employee.

Step II

A grievance shall be presented in writing by the employee to the principal within twenty (20) school days after grievant knew or should have known of the grievance.

A written grievance shall set forth the date and the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the name(s) of the aggrieved and the remedy sought. A written grievance may be amended to cure errors or omissions.

Upon receipt of a grievance in writing, the principal shall, within five (5) school days, meet and confer with the employee. The FSBP shall be given the opportunity to be present at such conference and the employee shall be given the right to be represented by an FSBP representative. At this conference, the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

The principal shall make a decision and communicate it in writing to the employee and the FSBP representative (if applicable) within five (5) school days after the completion of the conference.

If no decision is rendered within the five (5) school days by the principal or if the decision fails to resolve the grievance to the satisfaction of the Federation, the decision of the principal may be appealed, within five (5) school days after its receipt, by the employee in writing to the Superintendent or his/her designee.

Step III

Within five (5) school days after the receipt of the appeal, the Superintendent of Schools or his/her designee shall meet and confer with the employee. The FSBP shall be given the opportunity to be present at such conference and the employee shall be given the right to be represented by an FSBP representative and the President of the FSBP. Members of Administration may be present to advise the Superintendent or his/her designee if requested by him/her.

The Superintendent of Schools or his/her designee shall make a decision and communicate it in writing to the employee and the President of the FSBP within five (5) school days after completion of the conference.

Step IV

- A. With respect to grievances arising under Article II, Section I, Paragraph A, the FSBP through its President may, within fifteen (15) school days after receipt of the written decision of the Superintendent or his/her designee, appeal the decision of the Superintendent or his designee to binding arbitration by notifying the Superintendent and the President of the Board of School Directors in writing.
- B. Within ten (10) school days after receipt of the written notice of the appeal to arbitration, the District and the FSBP shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an

arbitrator or to obtain such a commitment within the ten-day period, a request for a list of arbitrators shall be made to the American Arbitration Association for a panel of seven (7) arbitrators. The FSBP and then the District shall alternately strike a number until one name remains and the person remaining shall be the arbitrator.

- C. The arbitrator so selected shall confer with representatives of the District and the FSBP to hold hearing promptly and shall issue his decision not later than thirty (30) days from the date of closing of hearing, or if all hearings have been waived, then thirty (30) days from the date of all final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and may set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, shall not change, add to, subtract from or modify in any way, the terms and conditions of the Agreement under which the grievance was instituted. The arbitrator shall also be without power or authority to make any decision which restricts and/or interferes with the authority granted to the District under the School Code. The decision of the arbitrator shall be submitted to the District and to the FSBP and shall be final and binding under the provisions of Act 195.
- D. The cost of the service of the arbitrator including per diem expenses, if any, the actual and necessary travel expenses, and cost of hearing room and court reporter if required, shall be borne equally by the parties to the arbitration. Incidental expenses incurred by the respective parties to the arbitration shall be paid for by the party incurring the same.

For purposes of Steps I- IV of the grievance procedure, school days are defined as employee attendance days.

A grievance based on the action of authority higher than the principal shall be initiated at that step of this grievance procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.

Additional time at a specific step of this procedure may be granted by mutual agreement between the parties.

Conferences and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all personnel entitled to be present to attend, including witnesses.

A grievance conference shall be restricted to consideration of the stated grievance or grievances. During the arbitration hearing, the District and the Federation shall not be permitted to assert any ground not previously disclosed to the other party during the grievance process or no later than two (2) weeks prior to the scheduled hearing

ARTICLE III – Probationary Period

Section 1

New employees shall be on a probationary basis for a period of sixty (60) scheduled work days. Upon satisfactory completion of such probationary period seniority shall be counted from the first day of employment.

Section 2

Dismissal during, or at the end of, the probationary period shall be solely at the discretion of the employer and shall not be subject to the grievance procedure by either the employee or the FSBP.

Section 3

A new employee may be hired at any step of the applicable Salary Schedule at the discretion of the Administration. An employee who has previously worked in the District shall have that District experience recognized for credit on the Salary Schedule.

ARTICLE IV - Seniority

Section 1

Seniority shall begin with the first day of employment in a bargaining unit job according to the provisions of Article III, Section I, and shall accumulate as long as continuous service in the bargaining unit is maintained. Any employee who transfers or is promoted shall maintain all her seniority as provided in the foregoing.

Any employee who is granted a leave of absence (other than child-rearing) will retain the seniority accumulated up to the date of leave. Seniority will not accumulate during an unpaid leave.

Section 2

The following shall constitute a break in continuous service for which the employee's seniority shall be terminated: resignation, discharge (except as provided in Article III, Section 2), retirement, failure to report within three (3) days after notification in writing, or acceptance of other employment while on leave.

Section 3

- A. In all cases of permanent reduction in work force, layoff shall be according to seniority records based upon date of employment. Employees who are 12-month full-time employees shall be given the privilege of bumping first persons with less total seniority within the classification of 12-month full-time employees. The 12-month full-time employee shall secondarily be allowed to bump 10-month full-time employees with less District seniority. In the event that a 12-month full-time employee has less overall seniority than the least senior 10-month full-time employee, the 12-month full-time employee shall be subject to furlough after being given the option of taking the position of the least senior 10-month part-time employee. A 10-month part-time employee will also be permitted to bump a less senior 10-month full-time or a 12-month full-time employee. The only time a full-time employee will be afforded the chance to bump into the part-time position will be when they are the least senior.

- B. In all cases of temporary layoff due to emergencies beyond the control of the School District, or due to renovation or construction programs, management will consider seniority as the determining factor in furloughing employees.
- C. In all cases of a school closing where no employee is to be furloughed, the most senior employee affected by the closing shall be given the right to bump within her classification. An employee who is to be furloughed shall be given a minimum of fifteen (15) working days notice. Such notice shall be in writing and shall indicate the reason for the furlough. A copy of all such notices shall be sent to the President of the FSBP.
- D. An employee being recalled from furlough shall be notified not less than five (5) working days prior to the date of reinstatement. Such notice shall be in writing and a copy shall be sent to the President of the FSBP.
- E. An employee furloughed will retain recall rights for a period of twenty-four (24) months after the furlough; however, seniority shall not accumulate during such time.
- F. Upon recall, the employee's seniority date will be the accumulated service time (all past service less furlough time)

Section 4

- A.
 - 1. The parties agree that the selection and assignment of personnel is an inherent managerial right which is specifically reserved to the District. The final decision on the selection and assignment of personnel is that of the District, within its sole discretion.
 - 2. When transfers, permanent vacancies, temporary long term vacancies, promotional opportunities, or new positions are created in present facilities, they shall be posted, for no less than one (1) week before the position is filled, on school bulletin boards and the President of the FSBP shall be notified, in writing, by the Superintendent or his designee. The Superintendent/Board of Education shall have the right to temporarily fill any open position during the time the position is posted and when candidates are being considered.
 - 3. When a change occurs during a contract year and involves a bargaining unit employee, the salary step shall remain the same step of the appropriate salary schedule. Any money owed employee at this time shall be paid within thirty (30) days.
 - 4. When such a change occurs at the end of a contract year and involves a bargaining unit position and a bargaining unit member, the employee shall be placed on the next step of the appropriate salary schedule.
 - 5. The President of the FSBP shall be notified, in writing, by the Superintendent or his designee of any change in status of any bargaining unit secretary in regard to change of position, salary step, seniority status, furlough, retirement or resignation.
- B. During the summer months, the President of the FSBP shall be notified, in writing, by the Superintendent or his designee; and it shall be the duty of the FSBP President to advise unit members.
- C. In filling all vacancies, the Administration/Board of Education will give consideration to its own secretarial staff whenever their qualifications are equal to or better than those applicants

from outside its own staff, but have the discretion to appoint any applicant the Administration/Board considers appropriate.

- D. If an employee is interested in being considered for the position, she must file a written application with the Superintendent or his designee within one (1) week, after posting, with a copy to the President of the FSBP. If an employee is not selected for the position, the District will, upon request, put the reasons in writing and send them to the employee within 5 days of the request. To be eligible for transfer, an employee must have received a satisfactory rating on her most recent evaluation of her performance in her current position in the District, and have the qualifications required for the position.
- E. Each month the President of the FSBP shall be furnished with a copy of the current Board Meeting Agenda which will be the same copy distributed to school personnel the day of the Regular Board Meeting.

Section 5

Any employee who transfers or is promoted from her present position shall maintain all of her seniority from date of hire and shall not be required to serve a trial period.

There shall be three (3) classifications of secretaries. These classifications shall prevail in the instances of lateral transfer and applying furloughs.

The classifications shall be 10-month part-time secretaries, 10-month full-time secretaries, and 12-month full-time secretaries which are defined as follows:

- A. 10-month part-time secretaries are scheduled to work a total of 195 half-days at hours designated by the District on an annual basis based upon the needs of the District;
- B. 10-month full-time secretaries are scheduled to work a total of 195 to 205 days, as designated by the District on an annual basis based upon the needs of the District;
- C. 12-month full-time secretaries are scheduled to work a total of 260 days on an annual basis based on the needs of the District.

Any employee who is transferred from a 10-month secretarial position to a 12-month secretarial position shall be placed at the proper place in the new classification based on bargaining unit seniority.

ARTICLE V - Secretarial Representation to Attend Conferences

Section 1

The right to attend approved secretarial conferences and meetings according to the established procedures that prevail for professional and administrative employees are hereby confirmed but under the following conditions:

- A. That the name and date of such conferences for the next school year be submitted to the Superintendent before the close of the school year (current practice is May) in time to be included in the official list of conferences and meetings as approved by the Board of School Directors each year.

- B. That the number of such conferences and meetings be restricted in keeping with the established procedures which prevail with certificated and administrative employees.
- C. That the number of individuals authorized to be absent from duty at anyone time be restricted according to established procedures.
- D. That full salary be paid for either two or three days absence, but not exceeding three days absence, for attendance at such conferences or meetings.
- E. That the individual making the application to attend such conference or meeting be a member of the Federation with current dues paid.
- F. Conference costs to be absorbed by the District and shall cover lodging, registration fees, food, transportation and other miscellaneous costs which pertain to the conference.

Section 2 - Tuition Aid

The District shall allow reimbursement for courses taken by the employee provided such courses have pre-approval by the District and are successfully completed by the employee.

ARTICLE VI - Sick Leave

The absence policy for illness or personal injury is subject to administrative control and is governed by the following provisions:

Section I

- A. Sick Leave Days for full-time employees shall be earned according to the following schedule:
 - 1. One (1) day per month, i.e. 12-month = 12 days per year
 - 2. One (1) day per month, i.e. 10-month = 10 days per year
 - 3. Part-time 10 month employees shall be entitled to five (5) sick days per year.
- B. Sick Leave Days, if unused, will accumulate to the credit of the employee indefinitely as long as she is employed by the Bethel Park School District.
- C. All accrued sick leave may be used by the employee in any one contract year (July 1 through June 30).

Section 2

- A. Pay for sick leave shall be at the employee's normal daily straight-time rate.

Section 3

- A. Upon request of the employer, the employee must submit a statement from his physician stating the nature of the illness or disability. Usually, such a request will be required if the absence exceeds three (3) days.
- B. To participate in the Sick Leave Plan, the employee must report for examination to a physician designated by the School District promptly when requested.

Section 4

- A. An employee cannot qualify for paid sick leave if days of absence result from an accident or injury that occurs when engaged in remunerative work for another employer.
- B. An employee shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury (except as provided in "A" above). If the illness or disability continues beyond one (1) year, an additional leave not to exceed one (1) year may be granted at the discretion of the Board of School Directors.
- C. An employee who is on approved leave of absence shall resume the same status she was in prior to the approved leave.
- D. For a leave of absence of ninety (90) workdays or less, the employee shall be returned to the same position she held before the granting of the leave.

ARTICLE VII - Sick Leave Bank

Section 1

- A. The Sick Leave Bank shall be continued for the duration of the Contract for eligible employees who have exhausted their personal sick leave credit because of major surgery, cardiovascular illness, respiratory illness, bone and nerve injury which affects the locomotion system, malignancy, or injury resulting from accidents.
- B. The School District shall not pay benefits from the Sick Leave Bank to an employee for any illness or disability that results from self-inflicted or voluntary acts.
- C. There shall be a total of 100 days per year in the Sick Leave Bank for members of the Secretarial Bargaining Unit. The Sick Bank will be credited annually and will be non-cumulative. Once employees use their full allotment of sick bank days, they are no longer entitled to this benefit in the future.

As long as the Bank contains any available days, bargaining unit members are eligible for the following:

<u>Years Experience in Bethel Park</u>	<u>Days of Eligibility</u>
1 – 4 years	20 days
5 – 7 years	7 days x the number of years service
8+ years	10 days x the number of years service*

*Maximum amount Sick Leave Bank Days available per year is 100 days.

- D. The following regulations and conditions shall apply:
 - 1. The employee must have used all accrued personal sick leave days.
 - 2. The Administration must be given written notice at least ten (10) days prior to expiration of accumulated personal sick leave days.

3. A physician's excuse, explaining the nature of the illness or injury and the possible length of absence, must be presented to the Superintendent of Schools prior to the end of the waiting period prescribed in "D, 2" of the foregoing.
 4. The individual must report for examination to a physician designated by the School District, promptly, if requested.
- E. Application shall be made to the Superintendent of Schools or his appointed designee.
- F. Consideration for approval will be restricted to the types of disabilities enumerated in Paragraph A.
- G. Payment shall be based on the individual's regular straight-time daily rate with a maximum of sixty (60) days at the appropriate daily rate plus, if needed, an additional forty (40) days at one-half (1/2) the appropriate daily rate.

ARTICLE VIII - Leave of Absence

Section 1 - Death in Family or Relationship

Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction of salary or personal days for an absence not to exceed four (4) working days. Three of these days must be used consecutively. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, son-in-law, daughter-in-law, grandparent, step-relative or other relative who resides in the same household or any person with whom the employee has made his or her home. A step-relative shall mean step-parent or step-child who is not residing with the employee.

- A. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in salary or personal days of said employee for an absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Section 2 - Jury Duty

- A. When an employee is required to serve on Jury Duty, if she provides prior notice to the employer, she shall receive on a daily basis the difference between the wage as a juror and that as an employee of this School District if the latter is greater.

Section 3

A. All 10-month full time and 12-month full-time employees shall be allowed, without loss of salary, a maximum of three (3) days and 10-month part-time employees shall be allowed, without loss of pay, a maximum of two (2) days each contract year for either personal or emergency business use cumulative to a total of six (6) days. Personal days, if unused beyond six (6) days, will convert to personal sick leave days.

1. Emergency days are provided to allow for absence due to family emergencies. The nature of a family emergency usually will prevent applying in advance but reason for the absence must be submitted upon return to work. Except in extreme emergency, the Superintendent or his designee should be notified in advance.

2. Personal business days are provided to conduct urgent personal business which cannot be conducted any other time except during work hours. A request for a personal business day must be submitted via the AESOP system.

ARTICLE IX - Child-Rearing/Adoptive Parent Leave

Section 1

- A. Child-Rearing/Adoptive Parent Leave will be granted without pay to employees who have completed one year of service, such leave not to exceed one year.
- B. Application shall be made to the Superintendent or his designee at least sixty (60) days prior to the effective date of leave and shall include the expected date of birth. In case of adoption, application will be made immediately upon receipt of the date of the prospective adoption.
- C. Benefits to be retained during leave are:
 1. The employee may maintain her insurance benefits by paying the full cost of premiums, but the School District's liability shall not exceed the receipt and transmission of such payments.
 2. After completion of the leave, the individual shall be assigned to the same, but not necessarily identical, position, if this is impossible, then to a position for which the individual is best qualified.
- D. The individual on leave shall retain her seniority but sick leave and emergency days shall not accrue; however, while on such leave the employee shall be entitled to use accumulated sick leave for disabilities caused by or contributed to, by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. The District may require that such requests for sick leave payment be supported by a physician's statement.
- E. The individual on leave shall notify the District of her intent to return at least sixty (60) days prior to her return to duty.
- F. An employee returning to duty during the same school year in which the leave commenced shall be placed upon the same step of the Salary Schedule as that held prior to the leave.
- G. Failure of the employee to abide by the conditions established in the foregoing regulations shall terminate the School District's obligation to grant or continue such leave.

ARTICLE X - Insurance

Part-time 10-month secretaries are not entitled to any insurance coverage under this Article X. To be eligible for insurance coverage, a full-time employee must be working at least a 30-hour normal work week. This clause pertains to all employees hired after July 1, 1989.

Section 1 – Group Hospital – Medical Insurance

- A. Group insurance that provides hospital, surgical, medical and major medical expense benefits shall be made available, by carrier of the employer's choice, to all employees. For the period of this Agreement, the District will provide the Allegheny County School Insurance Consortium

(ACSHIC) Standard PPO Plan (currently the Highmark Community Blue Flex PPO) Medical Insurance benefit as provided by the ACSHIC Trustees. Effective July 1, 2015, eligible employees may also choose the ACSHIC Standard EPO Plan (currently the Highmark Community Blue Flex EPO) Medical Insurance Benefit as provided by the ACSHIC Trustees. Any changes which the Trustees of the Consortium make to these benefits, designs or providers of these plans shall become part of the coverage under this Section. Choice of such plan shall be made by the employee eligible for Medical coverage as described in Section 2., below.

- B. The following regulations and conditions shall apply:
1. Membership is voluntary but, if desired, arrangements shall be made within thirty (30) days after entering active employment. Exceptions to the foregoing condition shall be limited to:
 - a. An individual transferring from another ACSHIC Program may transfer on the first of any month.
 - b. Any emergency situation wherein an employee previously covered by another carrier has lost such coverage as a result of circumstances beyond the control of the employee, such employee may enroll on the first day of any month but will be subject to such waiting periods as prescribed by the carrier for certain coverage.
 2. The following kinds of coverage shall be offered, based on the employee's need.
 - a. Family
 - b. Husband and Wife
 - c. Individual
 - d. Parent and Child
 - e. Parent and Children
- C. The employee's monthly premium cost will be made by equal semi-monthly payroll deduction.
- D. An employee may enroll in Health Coverage, or change their level of coverage based upon a change in the employee's circumstances. Such enrollment or change must be applied for no later than thirty (30) days from the time circumstances change.
- E. Continuing through the life of this Agreement, the School District shall permit retired bargaining unit employees to maintain the same ACSHIC benefits as active bargaining unit employees by paying one hundred percent (100%) of the premium rate charged by ACSHIC for that retired employee's participation plus an additional two percent (2%) as authorized by Section 5-513(b.1)(3) of the School Code, 24 P.S. 5-513(b.1)(3). As provided in Section 5-513(b.1) of the School Code, the retiree may continue to purchase coverage until age 65 or until they are covered by another plan. A retiree who is eligible to be covered as an employee or dependent by any other employer-provided health plan shall not be eligible for coverage. Such payments must be received by the School District or the District's agent or designee ten (10) days prior to the commencement of each insurance month. The School District shall permit such participation so long as it is not determined to be in conflict with the master certificate.
- F. Upon signing where two or more employees or dependents otherwise entitled to separate health care coverage are, by reason of relationship, qualified to be covered as a spouse or dependent of

one or another of them, the District's obligation shall be only to provide coverage for one employee as the primary employee under each of the separate coverages. The District in its sole discretion may provide two individual policies so long as it is to the District's advantage to do so. When it is no longer advantageous, the District may provide a spousal policy. In the event that the District provides two (2) individual policies, the premium contribution to be made by the employees shall not exceed the amount of the premium contribution that would have been made if the District provided a spousal policy to that couple. The person whose birth date is earlier in the calendar year shall be designated as primary.

Section 2

1. All employees will be enrolled in the Allegheny County School's Health Insurance Consortium (ACSHIC) EPO Plan Medical Insurance benefit as approved by the ACSHIC Trustees. Any changes which the Trustees of the Consortium make to the benefit design or provider of this Plan shall become part of the coverage under this Section. Effective July 1, 2019 the District shall provide the ACSHIC Standard EPO (currently the Highmark Community Blue Flex EPO) Medical Insurance Plan. Any changes which the Trustees of the Consortium make to the benefit design or providers of these Plans shall become part of the coverage under this section. Employees may switch between these two plans during Open Enrollment Periods or upon the occurrence of a Qualifying Event as defined by the ACSHIC.

Health Co-Pay							
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
EPO	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
PPO Under \$30,000	3.00%	Pay Diff	Pay Diff	Pay Diff	Pay Diff	Pay Diff	Pay Diff
PPO Over \$30,000	4.00%	Pay Diff	Pay Diff	Pay Diff	Pay Diff	Pay Diff	Pay Diff
Everyone goes to EPO in 2019-20 with option to buy PPO							

2. All employee premium payments will be deducted from the paychecks issued semi-monthly in the month prior to the month of coverage.
3. The District agrees to adopt an IRS Code Section 125 plan to protect employee premium contributions to the extent possible without additional financial expense to the District consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time. (The IRS Code Section 125 plan will also be used on a voluntary basis, to shield other eligible expenses, such as out-of-pocket medical expenses and dependent-care costs.

Section 3

1. If an employee elects not to participate or withdraw from the hospitalization program, the employee shall receive a benefit of \$150.00 per month for each month that the employee does not participate in the program. This money will be placed into a tax sheltered annuity of the employee's choice and will occur in the month that coverage is withdrawn. If any employee or group of employees becomes eligible to receive a higher amount of reimbursement, this will increase to the higher benefit level.
2. The employee withdrawing from the insurance program must notify the District in writing that he/she is withdrawing from the insurance program effective immediately and must direct the

District to immediately cancel his/her insurance with the District insurance carrier. Such written notice must be submitted on a form supplied by the District available in the office of the District Business Manager and delivered to that office, signed by the employee.

3. The monetary benefit provided for herein shall be paid in two equal payments semi-monthly each month the employee does not participate in that program as evidenced by his/her written notice of withdrawal of such insurance.
4. The employee may rejoin the insurance program by written notice delivered to the office of the Business Manager by the 15th of the month directing that the employee be enrolled in the District insurance program, in which case coverage shall be effective the first of the following month or as the plan of the carrier permits following the month that the employee delivers the written notice to rejoin the District insurance program (for example, for written notice provided by June 15th, coverage will be reinstated on July 1st). Such written notice shall be on forms supplied by the District, available in the office of the Business Manager, and delivered to that office, signed by the employee.

Section 4

- A. A policy providing life insurance including accidental death and dismemberment benefits shall be provided and financed 100% by the employer. The amount of life insurance coverage provided shall be \$35,000.00.
- B. The School District shall provide the opportunity for members of the bargaining unit to purchase (at their own expense) additional optional life insurance in the amounts of \$7,500, \$15,000, \$25,000, \$50,000 or \$100,000.

Section 5 - Dental Insurance

Provided that all requirements as may be set forth by the carrier concerning participation by members of the eligible unit are met, the ACSHIC Standard Dental benefit, as approved by the ACSHIC Trustees; with Riders A, B, C, and D, as it currently exists, shall be provided to the employees covered by this Agreement and their dependents who sign an authorization for the deduction of the employee's share of the Plan and other conditions as set forth below:

Dental Co-Pay							
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Dental	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

2. Membership is voluntary but if desired, arrangements must be made within thirty (30) days after entering active employment.
3. Employee's monthly premium costs will be made by monthly payroll deductions.
4. Employees may enroll in dental insurance, or change their level of coverage based upon a change in the employee's circumstances. Such enrollment or change must be applied for no later than thirty (30) days from the time circumstances change.
5. Any changes which the Trustees of the Consortium make to the benefit design or provider of this Plan shall become part of the coverage under this Section.

Section 6 - Vision Care

- A. The School District shall provide for eligible employees and their dependents the ACSHIC standard vision plan as approved by the ACSHIC Trustees, as it currently exists (any changes which the Trustees of the Consortium make to the benefit design or prior provider of this plan shall become part of the coverage under this section.

Vision Co-Pay							
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Vision	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

- B. Participation is voluntary but, if desired, arrangements must be made within thirty (30) days after entering active employment.
- C. In the event that husband and wife are employed by the School District, only one such employee shall be entitled to subscribe for husband and wife or family coverage.
- D. Employees may enroll in Vision Care, or change their level of coverage based upon a change in the employee's circumstances. Such enrollment or change must be applied for no later than thirty (30) days from the time circumstances change.

ARTICLE XI - Vacation Schedule

- A. All full-time 10-month employees and all part-time 10-month employees shall not be entitled to paid vacation. The Vacation Schedule for full-time employees hired before July 1, 1986 working twelve (12) months shall be as follows:

0-9 months 1 day for each full month employed

10 months, but less than
three (3) full year 2 weeks

3 full years, but less than
seven (7) full years 3 weeks

7 years and over 4 weeks

The Vacation Schedule for full-time employees hired after July 1, 1986 working twelve (12) months shall be as follows:

0 - 9 months 1 day for each full month employed

10 months, but less than
seven (7) full years 2 weeks

7 full years, but less than
twelve (12) full years 3 weeks

12 years and over 4 weeks

- B. If a holiday occurs during a vacation period, the full-time 12-month employee's vacation shall be extended by the number of such holidays.
- C. All vacation periods earned by annual full-time 12-month employees will preferably be taken during the summer month; however, earned vacations may be taken at other times during the year with the approval of the individual's immediate supervisor.
- D. All vacations shall be taken during the year in which the vacation is earned; however, if circumstances dictated by the employer make it impossible to utilize all earned vacation time within the prescribed year, such unused vacation may accrue to the subsequent year. Any such circumstances which would interfere with earned vacations being utilized in the prescribed time must have the approval of the Superintendent of Schools.
- E. The following paid holidays shall be recognized for all 12-month full-time secretarial employees:

Labor Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas/New Year's Winter Break
 Good Friday
 Memorial Day
 Fourth of July

The Christmas/New Year's Winter Break are those same days as scheduled for the Professional Staff Calendar for that break on the adopted calendar effective at the start of each school year. In the event of an emergency or work stoppage that requires school to be in session during the Christmas/New Year's Winter Break, secretaries who are required to work would be provided with an additional personal day for each day worked.

If school is not in session on the District's designated Kennywood Day, 12-month full-time secretarial employees will have the day off as an additional holiday. One-hundred ninety-five (195) day secretaries will have the option of not working on Kennywood Picnic Day when school is not in session. Another day may be worked in its place.

ARTICLE XII - Overtime and Extra Pay

Section 1

Time and one-half shall be paid for all hours worked at the direction of the employee's supervisor in excess of forty (40) hours per week or eight (8) hours per day. In the event there is an emergency in the school district that requires regular employees to work on a school holiday, the two additional days over Christmas break, or on the following national holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day), they will be paid double time for all hours worked with a four (4) hour minimum.

- A. 10-month secretaries shall conclude their work year on or before June 30 and shall not begin the new work year prior to August 1.

Section 2

- A. A regular work week shall provide:
1. A work day of seven (7) hours and thirty (30) minutes, plus thirty (30) minute duty-free lunch period which is a total of eight (8) hours per day. Effective July 1, 2011, the work day shall consist of eight (8) hours, inclusive of a thirty (30) minute paid lunch period.
 2. In the event of unusual or extenuating circumstances, secretaries may be required to remain beyond their normal departure time. Unusual circumstances would include, but not be limited to, situations which would require the building principal, or principal to whom the secretary is directly responsible, to be out of the building or out of the School District at these times; an act of man or nature beyond the control of the District which could endanger life and/or property, etc. Payment shall be according to Article XII, Section I-A.
 3. The determination of hazardous or potentially hazardous weather conditions shall be made by the building principal in the absence of a decision of higher authority.
 4. In such an event, secretarial personnel shall be permitted to leave as soon as all students assigned to the individual school building have departed.

ARTICLE XIII - Temporary Absence from Site

When she does not have scheduled duties or direct responsibility for students or for building security, a secretary may request permission to leave the school premises to do such things as deposit or cash checks. Such permission must be requested from the Building Principal in advance. If such request does not cost money or time of some consequence to either the School District or the secretary's co-workers, permission will be granted. However, it is agreed that the administrator has the right to evaluate the consequence and to make an administrative decision accordingly. In making such a decision, the frequency of occurrence will have to be a significant factor. It shall be incumbent upon any secretary to return to the school site in time to assume the scheduled responsibilities. Failure to return in time to do so will terminate further privilege under the provision of this Article.

ARTICLE XIV - Severance Pay

Terminal leave pay shall only be available to full-time employees covered by this Agreement under the following conditions:

- A. All such full-time employees who are permanently retiring, into the PSERS system, and at least 55 years of age, and with a minimum of 15 years of service at Bethel Park School District, or taking a PSERS permanent disability pension, shall be entitled to severance pay computed at one-half the full-time employee's daily rate of final year's salary, times the number of unused, accumulated sick leave and unused, accumulated personal days, or shall be entitled to severance pay calculated by multiplying \$100.00 x years of service, whichever is greater, up to a maximum of \$15,000 in each year of this Agreement.

- B. The term "Permanent Retirement" means super-annuation, withdrawal retirement, or disability, under the provisions of the Public School Employees' Retirement Act.
- C. Should a full-time employee die while in active service, the full-time employee will be considered a retiree for computing severance pay and such severance payment shall be made to the beneficiary or estate.
- D. Monies owed any secretarial personnel by the District must be paid within thirty (30) days. Such monies shall be paid through a tax free vehicle such as an enhanced 403(b) or 457(b) Plan. The vendor shall be chosen by the District provided that there shall be no fee charged by the vendor to become a member of a plan but the employee shall be required to pay any monthly or annual fees incurred as a result of maintaining the individual's tax-free account.

ARTICLE XV - Personnel File

Effective July 1, 1980, not retroactive, official files in a school or at the Administration Offices shall be maintained under the following circumstances:

- A. No material originating within the School District derogatory to a Federation Secretary's conduct, performance, character or personality shall be placed in the files unless it is signed by the individual's immediate supervisors and/or administrators and unless the secretary has had the opportunity to read the material. The secretary shall acknowledge that she has had the opportunity to read the material by affixing her signature on the actual copy to be filed, with the understanding that such signature merely signifies that she has seen the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to affix their signature, the material will be placed in the file with a notation that the employee had the opportunity to affix their signature to the material and declined to do so.
- B. The secretary shall have the right to answer any material filed and her answer shall be submitted to the principal or immediate supervisor, reviewed by the Superintendent or his designee and attached to the file copies.
- C. Upon appropriate request by a secretary, she shall be permitted to examine her files intact (excluding preemployment information. Appropriate request simply means a written request to the Superintendent or his designee.

ARTICLE XVI - Health Service

No employee shall be required to administer medication in any form to students or perform medical acts for or upon any student. In the case of an emergency situation while performing the duties concerning dispensing of medication or performing medical acts or services, the employee shall be deemed to be acting within the scope of his /her employment for the purposes of the immunities, indemnifications and defenses granted by the Pennsylvania political sub-division Tort Claims Act, other than for willful misconduct.

ARTICLE XVII - Miscellaneous Provisions

Section 1 - No Strike - No Lockout

During the term of this Agreement there shall be no strikes, work stoppages or interruptions or impeding of work. When the District deems it is not safe to cross a picket line the employee will be paid for that

day. No office or representative of the FSBP shall authorize, instigate, aid or condone any such activities, and the applicable procedures of this Agreement will be followed for the settlement of all grievances. During the life of this Agreement, there shall be no lockout.

Section 2

Secretaries required to use their personal transportation during the course of performing their duties shall be reimbursed at the current applicable rate.

ARTICLE XVIII - Just Cause/Discipline

No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XIX - Voluntary Dues Deduction

The District agrees to deduct the currently applicable Federation dues from the pay of those employees who are members of the Federation. The amount to be deducted in a fixed dollar amount shall be certified to the District by the Federation, and the deduction shall be made from the pay of the employee on the last day of each month. The District shall transmit the total amount of each month's deductions to the Treasurer of the Federation, together with an itemized statement of current employee members, by check by the tenth (10th) day of the month following said deductions.

The Federation shall indemnify and hold harmless the District for any suits arising out of the payroll deduction and remittance to the Federation of Federation and FSBP dues. Upon such remittance, the Federation assumes absolute responsibility for the disposition and distribution of all such dues.

Upon receipt of signed authorization of any member of this unit, the employer shall provide for deduction of contributions for the *AFTPA Committee to Support Public Education*. Such deductions shall be remitted to the duly elected Treasurer of the Federation on a monthly basis in a check made out to the fund.

Agency Fee

All employees covered by this Agreement who are not members of the Federation, commencing the first workday of the school year or thirty (30) days after their initial employment, and continuing during the term of this Agreement, and as long as they remain non-members of the Federation, shall pay to the Federation their fair share of the costs of the services rendered by the Federation that are chargeable to non-members under Commonwealth statutes. The employer agrees to deduct a fair share fee monthly from such non-members.

The amounts to be deducted shall be certified to the employer by the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the union by the last day of the succeeding month, after such deductions are made.

ARTICLE XX - Copies of Agreement

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Federation on format. The Agreement shall be made available to all employees.

ARTICLE XXI - Salary Schedule

Old Step 2018-19	New Step 2018-19	18-19 Rate	19-20 Rate	20-21 Rate	21-22 Rate	22-23 Rate	23-24 Rate	24-25 Rate
Hourly Increase			\$0.90	\$0.50	\$0.50	\$0.50	\$0.55	\$0.55
1	1	13.50	14.40	14.90	15.40	15.90	16.45	17.00
2	2	14.25	15.15	15.65	16.15	16.65	17.20	17.75
3	3	14.75	15.65	16.15	16.65	17.15	17.70	18.25
4	4	15.75	16.65	17.15	17.65	18.15	18.70	19.25
8	5	17.67	18.57	19.07	19.57	20.07	20.62	21.17
9	6	18.50	19.40	19.90	20.40	20.90	21.45	22.00
10	7	20.05	20.95	21.45	21.95	22.45	23.00	23.55
Employees on Steps 1 through 6 will move diagonally on the scale until they reach Step 7								
Employees on Step 7 will move horizontally on the scale.								

ARTICLE XXII – Workers’ Compensation

1. Do not deduct sick days when an employee suffers a work-related injury.
2. Continue to pay: an employee’s full salary for a period of thirty (30) work days. All workers' compensation checks covering this same period of time shall be endorsed over to the District. This leaves an employee’s salary intact and allows them to receive full retirement credit.
3. After thirty (30) work days have expired following a work-related injury, the employee’s salary shall cease and he/she shall receive Workers’ Compensation benefits only.
4. All employee health and welfare benefits (hospitalization, dental, vision, life) shall continue without change during an individual’s period of disability as long as he/she is considered an employee of the District.
5. Sick days and vacation days are benefits provided under the work agreement and are entitlements for work performed. An employee who has suffered a compensable injury shall not be required to deplete exhaustible benefits to which he/she would be entitled if he/she had a non-compensable sickness. In the case of an extended period of disability extending beyond one (1) year, additional benefits shall not continue to accrue until an employee returns to work.
6. An individual may not elect to be paid for sick days in addition to receiving Workers’ Compensation.
7. Vacation days earned prior to an employee's period of disability may be taken as compensation.

ARTICLE XXIII - Safe and Healthful Conditions

The parties mutually agree that they share an interest in and responsibility for the maintenance of a safe and healthful environment in which employees may work and students may learn. Matters which legitimately affect the health and welfare of either students or employees shall be immediately reviewed

by the Building Administrator and the Federation Building Representative or Building Committee, and recommendations regarding such matters will be forwarded to the Director of Facilities and Services and Superintendent of Schools.

ARTICLE XXIV - District

The District retains all of its managerial rights and shall have a retain solely and exclusively all managerial responsibilities which shall include, but not be limited to, the right to manage the education process and facilities to direct the working force which includes, but is not limited to, the right to hire, suspend, discharge, or transfer employees and the right to relieve employees from duty because of lack of work or other legitimate reasons, items of policy, its overall budget, utilization of technology, organizational structure, the right to establish standards of service subject only to such express restrictions governing the exercise of those rights as are expressly provided for in this Agreement.

ARTICLE XXV - Evaluations

- A. The parties agree that the District/Administration has an inherent managerial right to conduct evaluations of its employees' work performance which is specifically reserved to the District. Employees shall be evaluated at least on an annual basis; provided, however, that employees may be evaluated on a more frequent basis if the employee received a prior unsatisfactory evaluation or is under an identifiable Improvement Plan.

All forms utilized in the evaluation process or any amendments thereto shall be prepared by the Administration with input from the Federation with final approval of all forms to be made by the Board of Education. Changes or amendments to the evaluation form shall be with the approval of the Federation, which approval shall not be unreasonably withheld. Prior to commencement of this contract the Administration will prepare an evaluation form and solicit input from the Federation. The Administration shall have the final authority regarding the content of all forms and shall then present recommended forms for final Board of Education approval.

- B. Evaluations of employees shall be based on objective observation of the work performance and shall be conducted by the employee's direct supervisor so long as that direct supervisor is not a member of this bargaining unit and/or an Administrator who has knowledge of the employee's work performance.

Employees shall be given a copy of the written Evaluation prepared by the evaluator. Such copy will be provided not later than five (5) school days after the evaluation but not less than two (2) days prior to conference to discuss it. A mutual agreeable conference date and time to discuss the evaluation will be scheduled as soon as possible.

The evaluation shall be signed by the employee with the express understanding that her signature merely acknowledges receipt of the written evaluation and does not necessarily indicate agreement with its contents. The employee shall have an opportunity to respond, in writing, to the evaluation within five (5) school days following an evaluation conference. Such response shall be attached to all copies of the evaluation.

The evaluation shall normally be signed and returned to the appropriate administrator within five (5) school days; otherwise it will be presumed that the employee does not wish to respond. Any employee may request a reasonable extension of time if needed.

Year-end evaluations may be, upon written request, reviewed with the appropriate building administrator and, if necessary, with the Superintendent or his designee. Requests for review by the Superintendent or his designee must also be in writing. The employee shall have the opportunity to respond, in writing, to the written rating within five (5) days of receipt of said rating. Copies of such response shall be provided to the Superintendent or his designee and to the building principal by the employee and shall be attached to all copies of the evaluation.

C. When the employee receives a written Evaluation, any areas rated "Unsatisfactory" or "Needs Improvement", shall be identified on the Evaluation as follows:

1. What area is "Unsatisfactory" or "Needs Improvement".
2. Why it is "Unsatisfactory" or why does it "Need Improvement", which shall be substantiated by anecdotal records.
3. In any area which the Evaluation identifies as "Unsatisfactory" or "Needing Improvement", the evaluator shall provide the employee with a positive (continued) program for improvement.

The employee may request that the individual who performed the evaluation assist the employee in order to improve in those areas identified as unsatisfactory or needing improvement. However, the Superintendent shall have the final decision and the discretion to delegate this responsibility to another Administrator.

D. During the life of this Agreement, employees shall be rated excellent, above average, satisfactory, needs improvement or unsatisfactory. A satisfactory rating or greater shall indicate that an employee's performance is acceptable for continued employment.

ARTICLE XXVI – Voluntary Retirement Incentive

A. Time Period

This retirement incentive is only offered for permanent retirements occurring for the 2020 - 2021, and 2024 - 2025 school years, after which it shall be of no further force or effect.

B. Eligibility

To be eligible for the retirement incentive, the full-time employee must:

1. Be in current active employment with the Bethel Park School District or currently on sabbatical.
2. Be a full-time 10-month or 12-month employee having at least 10 years of continuous full-time service with the Bethel Park School District as of the year of permanent retirement; continuous years of service is not interrupted by a furlough, disability leave, or any Board approved leave of absence.
3. The full-time employee must permanently retire as that term is defined in the provisions of the Public School Employee's Retirement Act including "permanent retirement" based upon superannuation, withdrawal retirement, age, years of service or disability.
4. The full-time employee must actually retire pursuant to PSERS prior to the commencement of the following school year unless the employee has requested to retire due to health or disability.

5. For an early retirement, the full-time employee must submit an irrevocable letter of resignation to the Superintendent no fewer than 60 days prior to the effective date of retirement. The last effective date of retirement under this incentive is June 30, 2025.
6. In submitting the irrevocable letter of resignation, the full-time employee is to inform the Superintendent as to the selection of the monetary or medical insurance incentive option available.

C. Monetary or Medical insurance Incentive

1. Monetary Incentive

For each full-time employee who satisfies the eligibility criteria set forth above and retires within the time period provided, shall receive a retirement incentive of \$7,500.00 which shall be in addition to the severance pay provided by Article XIV (Severance Pay) of the Collective Bargaining Agreement. The lump sum payment will be paid to the retiree within 60 days of retirement through the same tax-free vehicle used for the funds provided for in Article XIV – Severance Pay.

OR

2. Medical Insurance Incentive

For each full-time employee who satisfies the eligibility criteria set forth above and retires within the time period provided, shall receive District provided individual medical insurance coverage through the Allegheny County School Health Insurance Consortium (ACSHIC), same coverage plans as provided to active employees, for 36 months, or until the employee reaches Medicare eligibility age, whichever is earlier, at a retiree contribution rate of 20% of the cost of the insurance premium. The retiree may purchase additional tiers of coverage (spousal, for example) by paying the difference in cost. Insurance premium payments are to be made by the 15th of each month to the third-party administrator of the Allegheny County Schools Health Insurance Consortium (ACSHIC), currently AMCA Systems. Retirees may also elect to participate in vision, dental, and any other coverage available and allowed to retirees by the ACSHIC, by paying the full cost of such coverage. Failure to make payments by the 15th of the month would result in termination of the insurance coverage.

D. Death of Retiree

Should the retiree select the monetary incentive and die prior to the payment of the monetary incentive, then the monetary incentive will be distributed to the beneficiary or Estate of the deceased retiree.

E. Invalidation

In the event that this voluntary, early retirement incentive program is determined to be in violation of ERISA, ADEA or on any other grounds, the retirement incentive plan shall be void from the date of invalidation forward but without adverse impact on existing retirees or their beneficiaries. Within a reasonable time after such provision has been held to be a violation of ERISA, ADEA or any other grounds, and the parties are advised of such decision, the parties shall meet to negotiate a substitute provision.

