

SCRANTON FEDERATION OF TEACHERS



Paraprofessional Bargaining Unit
Collective Bargaining Agreement
between the
SCRANTON SCHOOL DISTRICT
and the
SCRANTON FEDERATION OF TEACHERS
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ARTICLE 1
RECOGNITION

The Board of Directors of the School District of the City of Scranton (hereinafter referred to as the “Board”) pursuant to applicable provisions of the “Pennsylvania Public Employee Relations Act of 1970” (Act 195), and the Pennsylvania Labor Relations Board certification in Cases No. PERA-R-4944-C and PERA-U-7168-C, recognizes the Scranton Federation of Teachers, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Federation”) as the sole and exclusive bargaining representative for all personnel included in the above specified certification.

ARTICLE 2
DEFINITIONS

Where used herein:

- (a) “School” shall include any work location;
- (b) “Principal” shall include the administrator of any work location;
- (c) “Work location” shall be the place to which paraprofessional reports and/or from which place a paraprofessional is assigned his/her duties;
- (d) The singular shall include the plural; and
- (e) Paraprofessional(s) shall mean members of the bargaining unit.

ARTICLE 3
SCHOOL YEAR

s1. The school year for paraprofessionals shall be the same as the school year for teachers.

ARTICLE 4
SCHOOL DAY

s1. The school day for paraprofessionals shall be the same as the school day for teachers.

s2. An employee who is required to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week shall be compensated at one and one-half times his/her base rate of pay for such hours worked.

s3. All employees shall be entitled to and receive a ten (10) minute rest period during each one-half work shift.

s4. An employee shall receive his/her regular hourly rate for all overtime worked in excess of his/her normal workday but not in excess of eight (8) hours in a workday or in excess of his/her normal work week. At the option of the employer, compensatory time off may be granted in lieu of such overtime payment.

s5. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

s6. The preceding is subject to modification in meeting unique needs as long as there is no increase in the total daily hours of work.

ARTICLE 5
LEAVES OF ABSENCE-SICK LEAVE-FUNERAL LEAVE

s1. Paraprofessionals may be granted leaves of absence without pay. Requests for such leaves shall be submitted to the Manager of Personnel Services.

s2. Upon termination of a paraprofessional's approved leave of absence, the paraprofessional shall be returned to the same position, or an equivalent position, from which he/she was granted leave of absence.

s3. Each employee shall earn ten (10) days of sick leave each year which shall be credited for accumulation and use on the first day of the school year. Unused sick leave may accumulate up to a maximum of 270 days. Where in the opinion of the employer there is a reasonable basis for believing the employee has been abusing his/her sick leave, a doctor's certificate may be required prior to payment.

s4. Paraprofessionals will have sick leave advanced upon request, under these provisions:

- (a) To be eligible for advancement of sick leave days, the paraprofessional must first have exhausted all days of accumulated sick leave.
- (b) Waiting period. The paraprofessional shall become eligible for the advancement of sick leave days based upon the number of sick leave days accumulated by the individual as of the conclusion of the school year preceding the request for advancement of sick leave days. The waiting period is as follows. Days are defined as work days.

| <u>Accumulated Sick Leave Days</u> | <u>Waiting Period</u> |
|------------------------------------|-----------------------|
| Up to 15 days | 5 workdays |
| More than 15 days | 3 workdays |
| More than 30 days | 1 workday |
| More than 40 days | 0 work day |

- (c) Where the requesting paraprofessional is hospitalized (not on an out-patient basis) continuously for a period of 5 or more days, the waiting period above described shall be waived.
- (d) Request for advancement of sick leave days shall normally be for up to a maximum of ten (10) days per individual request, except where a larger number is clearly indicated.
- (e) If need exists for leave beyond the number of days granted above, additional requests for sick leave days will be granted.
- (f) Paraprofessionals having had sick leave days advanced will be required to pay back sick leave days used of not less than three (3) days per year in each year following their advancement.
- (g) Paraprofessionals owing for sick leave advanced and terminating employment in the Scranton School District will repay the School District in the amount owed.

s5. Each paraprofessional shall be entitled to up to five (5) calendar days leave for funeral arrangements caused by the death of any immediate member of the employee's family, any other relative who was a permanent member of the employee's household, or of any other person with whom said employee has made his/her home. Where the fifth day is the day of the funeral, this funeral leave will be extended to include the next workday following the funeral.

Immediate family shall be defined to include father, mother, brother, sister, son, daughter, spouse, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

s6. Paraprofessionals are granted a leave of absence with pay for one (1) day on the day of the funeral when there is a death of a near relative.

"Near relative" is defined as first cousin, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

ARTICLE 6

CHILD REARING LEAVE

s1. An employee expecting the birth of a child and wishing to continue employment shall be granted a leave of absence without pay. Notification, in writing, must be made to the Manager of Personnel Services as soon as the desire for leave is known, but in no event later than fifteen (15) days prior to the requested effective date.

s2. Child rearing leave shall be effective at a time mutually agreed upon by the employee and the Manager of Personnel Services, or failing such agreement, at a time reasonable under the circumstances including the recommendations of the attending physician.

s3. The maximum length of the leave shall be one (1) full year in addition to the remainder of the school year in which the leave is granted.

s4. Upon termination of the child rearing leave, the employee shall be reinstated to the position held before commencing the leave of absence, or an equivalent position.

s5. Leave may be terminated at the request of the employee by written notification of intent to return made to the Manager of Personnel Services at least thirty (30) days prior to the requested termination date of such leave. In the event maximum leave is taken, notification of intent to return must be made in writing to the Manager of Personnel Services at least thirty (30) days prior to the termination date of the leave. A physician's statement attesting to the physical condition of the employee may be required upon notification of intent to return.

s6. Any employee returning from a child rearing leave shall not forfeit any seniority or any other rights accrued prior to the leave, but such rights shall not continue to accrue during the leave. Acceptance of full-time employment elsewhere shall be deemed automatic resignation.

s7. The provisions of this Article shall also be applicable to an adopting parent at the time of adoption.

ARTICLE 7 **PERSONAL LEAVE**

s1. Each employee in the bargaining unit shall be entitled to two (2) days of personal leave annually during each year of this agreement.

s2. The second personal day if not used in any one year may not be accumulated for payment pursuant to Section 3 of this Article, but shall be added to the employee's accumulated unused sick leave at the end of the school year.

s3. An employee who terminates his/her employment for any reason shall be compensated for all unused personal days, which days shall be accumulative solely for the purpose of payments as provided in this Section, and shall not be accumulative for use in subsequent years. Compensation shall be at the "then" current rate of the affected employee.

s4. Employees requesting personal leave shall make application for such leave with their Supervisor at least two (2) days in advance of the requested day, excepting for emergencies which shall be handled at the discretion of the Supervisor.

s5. This provision may be restricted for:

- (a) a School District emergency; and
- (b) In cases where more than one (1) individual requests personal leave and the granting of more than one request for such leave in the same work area would hinder effective operations.

s6. It shall be at the discretion of the Superintendent of Schools as to whether this leave shall be granted the day before or the day after a holiday.

s7. Effective September 1, 1988, in addition to the two (2) personal days available for use in any one school year (September through June) an employee may use a third personal leave day in said time period, provided that the employee has such day available in his/her accumulation of unused personal leave.

ARTICLE 8

FAMILY/MEDICAL LEAVE (FML)

s1. Upon application permanent employees having at least one year of service in the Scranton School District shall be entitled to a total of twelve (12) workweeks of unpaid FML leave during any school year for reasons of:

- (a) Taking care of the employee's spouse, child, or parent who have serious health conditions(s); or
- (b) Taking care of the employee's child after birth or placement for adoption, or foster care; or
- (c) A serious health condition that makes the employee unable to perform the functions of his/her position.

s2. A year for Family/Medical Leave (FML) purposes shall be deemed to begin September 1, and end August 31.

s3. Family/Medical Leave may be taken for childbirth, adoption, or placement of a foster child within one (1) year of the date of the birth or the placement of the child. When such leave begins, it will run twelve (12) consecutive weeks to include unassigned days, but excluding legal holidays.

s4. If an employee's Family or Medical Leave is foreseeable (e.g. childbirth, adoption, placement in foster care, or planned medical treatment), the employee will present thirty (30) days advance notice. In the event the need for leave is not foreseeable, the employee will provide such notice as soon as possible.

s5. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for the requesting employee or for the care or comfort of a spouse, parent, or child with serious health conditions under the below stated conditions:

- (a) If an employee requests an intermittent leave schedule or a reduced leave schedule that is twenty percent (20%) or less of the workdays during the period of the leave, said leave shall not reasonable be withheld.
- (b) If the requested intermittent or reduced leave schedule is more than twenty percent (20%) of the total number of workdays over the entire period of the leave, the District may
 - 1) accede to that request; or
 - 2) require the employee to take leave for the entire period of the planned treatment; or
 - 3) require the employee to transfer temporarily to an available alternative position for which the employee is qualified, has equivalent pay, benefits and working conditions, and better serves the District's work needs.
- c) If an employee elects to take leave for the entire period of planned treatment in #2 above, the entire period of leave will count as Family/Medical Act leave. E.g., If an employee who normally works five days a week needs to take two days of leave each week, the rules as stated in (b) above apply.

s6. For serious health conditions medical certification by a health care provider must accompany each request for Family/Medical Leave. Said certification must be on U.S. Department of Labor form No. 14 (WH-380 FMLA HEALTH CARE PROVIDER CERTIFICATION), available in the District's Personnel Office.

Requests for leave other than serious health conditions must be made on a form available in the School District Personnel Office.

s7. Return-to-Work Rules for Instructional Employees on FLMA LEAVE at the end of an Academic Term are as follows:

- (a) If an instructional employee begins a leave period more than five (5) weeks before the end of a semester, and the leave will last at least three (3) weeks, and the employee would return to work during the last three (3) weeks of the semester, the District may require the employee to continue taking leave until the end of the summer.
- (b) If an instructional employee starts a leave period for other than his or her own serious health condition within five weeks of the end of the school term, and the leave will last more than two weeks, and the employee would return to work within two weeks before the end of the academic term, the District may require the employee to continue taking leave until the end of the term.

- (c) If an employee commences leave for other than his or her own serious health condition, within three weeks before the end of the school term, and the leave will last more than five working days, the District may require the employee to continue taking leave until the end of the term.

s8. Where both spouses are employed by the District, the cumulative amount of leave may be limited to a twelve (12) week maximum that both spouses can take for three FMLA-approved reasons:

- (a) childbirth,
- (b) adoption of a child, and
- (c) to care for a sick parent.

If the requested leave is for another approved condition (e.g., the husband's or wife's own serious health condition), the cumulative health limitation does not apply.

Also, if the couple's child is diagnosed with a serious health condition, each parent may take twelve weeks of leave to care for the child.

s9. For the duration of the Family/Medical Leave the District will maintain the employee's coverage under the District's Group Health Plan.

Upon return from Family/Medical Leave, the employee will be restored to the same or virtually identical position the employee held prior to the leave in terms of pay, benefits and working conditions, including perquisites, status, and accrued seniority. No seniority, however, will be accrued while an employee is on Family/Medical Leave.

s10. Except for reasons of continuing health conditions and/or other circumstances beyond the employee's control, the District may recover the premium that the District paid for maintaining coverage under the District's Group Health Insurance Plan during any period of the Family/Medical Leave Act should the employee fail to return to work upon expiration of the Family and Medical Leave.

ARTICLE 9 **SALARY**

s1. Paraprofessionals shall be paid in accordance with salary schedules set forth in this Article (see salary schedule). In year one 3.00% will be added to the existing salary schedule in addition to the increment, year two 3.00% will be added to the existing salary schedule in addition to the increment, and in year three 3.00% will be added to the existing salary schedule in addition to the increment.

s2. In order to be eligible for a step increase as provided in the salary schedule, a paraprofessional must have been hired prior to the date required to complete 92 work days in the previous academic year.

s3. Ten month employees required to work during the summer at their regular duties beyond the normal 198 days per year shall be compensated for all such time worked in excess of 198 days at the rate of \$16.00 per hour effective September 1, 2008, \$16.50 per hour effective September 1, 2009, and \$17.00 per hour effective September 1, 2010.

s4. Paraprofessionals who qualify as “certified” by the standards set forth in the federal government’s No Child Left Behind legislation, as amended (any like state legislation), and who are currently placed at a step below step 10, shall be placed at step 10 on the effective date of this agreement, and shall be paid accordingly. Certified paraprofessionals will be subject to the following condition:

If there is a vacancy which requires a paraprofessional who is “certified”, and the District is unable to find a qualified candidate through posting and advertising procedures, the least senior bargaining unit member who has accepted the extra compensation for being “certified” and is currently not working as a “certified” paraprofessional, may be transferred to the vacant position at the discretion of the District.

s5. Special education paraprofessionals shall have added a \$250.00 differential to each step of the salary schedule.

Life Skills, autistic and personal care assistants (paraprofessionals who are assigned to students who have been diagnosed by a medical professional as having personal hygiene needs and/or experienced similar conditions on a regular basis) shall have added a \$150.00 differential to each step of the salary schedule.

When a student has been identified as requiring a personal care assistant in the manner set forth above, with the exception of paraprofessionals identified herein, the District will make all reasonable efforts to provide a personal care paraprofessional who, at the time of hire, was made aware that the assignment would be as a personal care assistant. When not functioning in the capacity of a personal care assistant, the paraprofessional shall perform other duties as may be assigned.

During the period between identification of each student and the conclusion of the hiring process, the student shall be provided with appropriate care until each personal care paraprofessional is retained. Should the hiring process and/or the regular scheduled school board meeting exceed fifteen (15) days beyond the posting period, a substitute paraprofessional will be hired to perform personal care duties.

s6. A paraprofessional with a degree or certificate mandated by Federal or Pennsylvania Law shall start at step #10, subject to the terms and conditions of this article.

ARTICLE 10
HEALTH INSURANCE

s1. The union commits itself to cost sharing of health insurance benefits, including dental benefits, based upon the Board's representation that it shall continue to make available a health insurance plan for bargaining unit members and their dependents under coverage that shall be equal to or exceeds the current level.

- (a) Effective October 3, 2008, bargaining unit members shall be required to pay the following amounts per pay check for the designated levels of coverage for the duration of this collective bargaining agreement:

| | |
|---------------------|---------|
| Single | \$45.00 |
| Husband and Wife | \$60.00 |
| Parent and Child | \$55.00 |
| Parent and Children | \$60.00 |
| Family | \$75.00 |

The deduction in the first and second checks issued (September 5, 2008 and September 19, 2008) will be at the rate effective on August 31, 2008. All future deductions will be at the rate set forth above.

- (b) Effective November 1, 2008, the collective bargaining agreement shall be amended to provide that the level of health care benefits provided to bargaining unit members shall be continued for the duration of the collective bargaining agreement, but shall be modified to provide as follows:
- (1) A three tier drug reimbursement plan of \$5 - \$15 - \$35.
 - (2) Doctor's Office Visits shall be \$10.00 for family physicians and increased to \$15.00 for specialists.
 - (3) The Emergency Room Co-payment shall be increased to \$75.00, but shall be waived if the patient is admitted.

(4) A deductible shall be imposed as follows:

| | |
|---------------------|----------|
| Single | \$200.00 |
| Husband and Wife | \$300.00 |
| Parent and Child | \$300.00 |
| Parent and Children | \$400.00 |
| Family | \$400.00 |

The District shall retain the right to determine the benefit manager as long as the selection does not negatively affect the members of the bargaining unit and/or their families in the delivery or administration of benefits.

s2. The District shall contribute to the premium on the same basis as set forth in subsection (a) above for an individual dental insurance program, which shall include the basic dental program, as well as Supplemental A and Periodontic riders. If available through the insurance carrier, an improved dental program shall be provided for the employee and dependents if there is 75% participation of all eligible employees and their dependents. The District will contribute to, on the same basis as set forth in subsection (a) above, to the premium for the employee and one half of the amount of the premium for dependents.

s3. An equivalent plan to either or both of the above coverages may be elected by the Board as an alternative to the current plans subject to the conditions set forth in the collective bargaining agreement between the Scranton School District and the Scranton Federation of Teachers, effective date September 1, 2008, through August 31, 2011.

(a) The Board shall notify the Federation in writing at the earliest date it begins planning to consider an alternate insurance carrier or carriers, but in no event later than ninety (90) days prior to anticipated implementation of a change.

(b) Copies of all documents evidencing equivalency of coverage, ability to adequately service claims on the same basis or an equally advantageous basis, and sound reputation and financial condition of the prospective carrier shall be furnished both to the Board and the Federation. The Board and Federation may each request such other documents or meetings with the prospective carrier as may be desirable.

(c) In the event of a continuing dispute over the equivalency of a prospective plan to the existing plan, the matter may be processed as a grievance, and, unless sooner resolved, shall be resolved by the arbitration prior to implementation of any change by the District.

(d) A self-insurance plan shall be subject to the same general conditions as above.

s4. Bargaining Unit Members who retire pursuant to the provisions of the Public School Employee's Retirement Code and have attained a minimum age of 60, with a minimum of fifteen years of service, shall continue to have the District contribute to premiums for the same level of benefits as enjoyed by active employees for the retiring employee and his/her dependent on the same terms and conditions as are provided to active employees of this unit, conditioned upon the terms of this section. The rate of contribution will be at the "2000 rate" as set forth herein, unless an indemnity plan participant, whose rates shall be based on 1998 costs.

Such premium payments shall continue until the date on which the retired employee becomes eligible for another insurance plan be it through a subsequent employer, or a government approved plan, unless sooner terminated

by the death of the employee. Coverages (individual or dependent) shall be the same as those agreed to by active employees, except that if dependents reach age 65 prior to the retired employee and are eligible for Medicare, premium payments on account of such dependents shall cease at that time. There shall be no duplication of employer paid coverages, provided that in no instance shall the retiree and/or dependents receive any lesser coverage than that which is provided under the terms of this agreement or any amendments thereto.

(a) Coverages (individual or dependent) shall be provided at the same level as active employees, except that if dependents receive coverage from another source, either private or governmental, premium payments on account of such dependents shall cease at the occurrence of that event or the date of their 65th birthday, whichever is sooner.

(b) Should a retiree opt out of the District's health care insurance program, they may not reenter.

s5. In the event the Union identifies another health insurance option in which they choose to participate exclusively, at no additional cost to the District, participation shall not be unreasonably withheld, all existing contracts considered.

s6. **HEALTH/DENTAL INSURANCE WAIVER POLICY**

(a) Any employee who is eligible for health benefits (including dental) provided by the District may voluntarily waive all coverage from the District for themselves and all dependents, subject to Section 125 of the Internal Revenue Code.

(b) In exchange for this waiver, the District will pay, on an annual basis, the lesser of fifty percent (50%) of the premium saved by the district because of the election or one thousand five hundred dollars (\$1,500.00) which ever is less. The subsection shall not apply to the situation where both husband and wife are employed by the District.

- (d) Payments for the benefits waiver payback will be made on or about August 1st.
- (e) The employee electing to change the benefit waiver must do so during the annual open enrollment period, or as a result of change in the family status. A change in family status shall be defined by the third party administrator or the insurance carrier. The employee, to change the benefits waiver, must give the District a completed change form. All changes will become effective at the beginning of the month following receipt of the completed change form or as approved by the third party plan administrator or insurance carrier. If a participant receives the benefit during the plan year, the district will not pay pro-ration.
- (f) All legal and monetary responsibilities for this benefit waiver, subject to section 125 of the Internal Revenue Code, will be the responsibility of the employee.
- (g) No waiver option is available to retirees. Retirees may participate to the extent allowed in subsection (4) above.

ARTICLE 11 **LIFE INSURANCE**

s1. Effective September 1, 1999, the board shall pay the premium on a term life insurance policy for each paraprofessional employee in the amount of Thirty thousand dollars (\$30,000.); and effective September 1, 2000, a term life insurance policy in the amount of Thirty-one thousand dollars (\$31,000.); and effective September 1, 2001, a term life insurance policy in the amount of Thirty-two thousand dollars (\$32,000.).

s2. All paraprofessional employees covered by this Agreement who retire under the provisions of the Public School Employee's Retirement Code and have attained a minimum age of 53 with a minimum of twenty years of service shall be covered by a Board-paid life insurance policy in the amount of five thousand dollars (\$5,000.), effective September 1, 1995.

ARTICLE 12 **WORKERS' COMPENSATION**

s1. Workers' Compensation coverage for employees included in this Agreement shall apply as follows:

- (a) In no event shall they be paid an amount in excess of their full regular salary when receiving payment from any combination of Workers' Compensation and accumulated sick leave time.

s2. Said employees who are eligible for Workers' Compensation may:

- (a) Use Workers' Compensation only, or
- (b) Use sick leave and remit all Workers' Compensation payments to the District upon receipt.

s3. Said employees utilizing accumulated sick leave time under option 2 (b) above shall expend their accumulated sick leave time at the rate of one (1) sick leave day for every three (3) days or major fraction thereof that they receive full payment through a combination of Workers' Compensation payments and sick leave payments.

s4. Workers' Compensation benefits from the first day of the occurrence of the Workers' Compensation incident are the same irrespective of which of the options the paraprofessional employee may choose under Section 2 above.

s5. The Board agrees to deduct Retirement System employee contributions under Option 2(b) as if the employee were receiving full regular salary for any appropriate period and also to make the Board's full regular Retirement System employer's contributions as if the employee were receiving full regular salary for an appropriate period.

s6. It is the intent of the parties to this Collective Bargaining Agreement that employees entitled to Workers' Compensation Act shall receive the maximum benefits allowable under the Pennsylvania Workmen's Compensation, in accordance with existing schedules and law.

s7. Where employees will not receive Workers' Compensation benefits, they will be eligible to use any accumulated sick leave.

ARTICLE 13 **GRIEVANCE PROCEDURE**

A. DEFINITIONS AND GENERAL PRACTICES:

s1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the manner provided in this Article.

s2. The term "days" when used in this Article shall mean calendar days. If the last day of any time period or time limit specified in this Article falls on a Saturday, Sunday, or Holiday, the time period or limit shall be extended to the next following day.

s3. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. In the event of failure to appeal the grievance at any step of the procedure within the prescribed time limit, the decision made by the employer representative at the previous step shall be deemed final. If a decision is not made within the time limits specified in Steps One through Three by the appropriate employer representative, the grievance shall be deemed to be denied and the Federation may proceed to the next step. By mutual agreement, extension to the time limits prescribed herein may be made at any step of the procedure.

B. STEPS

Step One

The grievant shall present the grievance orally or in writing to the immediate supervisor within fifteen (15) days after the date of the occurrence giving rise to the grievance or within fifteen (15) days after the date on which the grievant learned, or reasonably should have learned of such occurrence, whichever is later. Upon notification of the grievance, the immediate supervisor shall, within five (5) days meet with the complainant, if any, and the Federation representative in an effort to resolve the grievance. The immediate supervisor shall report his decision to the grievant and the Federation representative within five (5) days after the meeting. Written grievances shall be presented on forms agreed to by the parties. Grievances presented in writing shall be answered in writing.

Step Two

In the event the grievance is not settled at Step One, the complainant through the Federation president or his designee may appeal in writing, within ten (10) days after the immediate supervisor's decision at Step One has been received by the Federation, to the Superintendent or his designee. Upon receipt of the appeal, the Superintendent or his/her designee shall within five (5) days meet with the complainant, if any, and the Federation representative in an effort to resolve the grievance. Within ten (10) days after the meeting, the Superintendent or his designee shall communicate his/her decision in writing to the complainant, if any, and the Federation.

Anytime after the Superintendent's level either party may invoke the services of the Pennsylvania Bureau of Mediation to attempt to adjust the grievance to the mutual satisfaction of the District and Federation. The cost of any mediator, if any, shall be equally shared.

Step Three

In the event the grievance is not settled at Step Two, the complainant through the Federation may, within fifteen (15) days after receipt of the decision by the Federation at Step Two, appeal in writing to the District Secretary from the decision at Step Two. The Board or its authorized committee shall within twenty (20) days after the receipt of the appeal meet with the complainant, if any, the Federation representative, the Federation president or his designee and such counsel and representation as the Federation may desire. Within seven (7) days after the meeting, the Board shall communicate its decision in writing to the Federation.

Step Four

In the event the decision at Step Three fails to resolve the grievance, an appeal may be initiated by an authorized official of the Union serving notice upon the Board Secretary of the intent to proceed to arbitration. Said appeal shall be submitted within fifteen (15) days after the decision at Step Three is due or received.

The arbitrator shall be selected and the arbitration conducted in accordance with the rules of the American Arbitration Association then in effect. Costs of the arbitration shall be shared equally by the parties. The decision shall be final and binding upon the parties.

The arbitrator shall not have jurisdiction to render an award contrary to law. The arbitrator shall be requested to render his decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties.

C. Miscellaneous Provisions

s1. All 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 persons entitled to be present to attend, including witnesses.

s2. A grievance based on the actions of authority higher than the immediate supervisor may be initiated at that step of the grievance procedure, with the copies to the Director of Elementary Education and Superintendent. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right to appeal.

s3. An employee desirous of having representation shall be permitted to have only Federation representation present at each step of this grievance procedure.

s4. Any dispute which may arise between the parties concerning the enforcement or application of a directive, policy or practice issued or established by the immediate supervisor, or by the Superintendent, shall not be defined as a grievance, but such dispute may be processed through the grievance procedure, provided, however, that the written decision at Step Two shall be final and binding as to a directive, policy or practice issued or established by the immediate supervisor, and the written decision at Step Three shall be final and binding as to a directive, policy or practice issued or established by the Superintendent.

ARTICLE 14

MEET AND DISCUSS

The Manager of Personnel Services or other appropriate representatives of the District shall meet approximately once a month, if requested, with the Federation Committee to discuss bargaining unit concerns, such meetings to be held at mutually agreeable times.

ARTICLE 15

ANNUAL SUMMARY STATEMENTS

Paraprofessionals shall receive annual summary statements on or about October 1 of each year giving the following information as of September 1 of said year.

- (a) Sick leave accrual
- (b) Annual salary
- (c) Personal leave accrual

ARTICLE 16

METHOD OF SALARY PAYMENT

s1. In each school the Principal shall be responsible for the distribution of paraprofessional's salary checks and shall do so in a manner that insures the confidentiality of the checks.

s2. All paydays shall continue to be scheduled on Fridays. When holidays fall on the days when checks are to be issued, the checks shall be distributed on the previous workday, provided the previous work day is not more than two (2) days in advance of the regularly scheduled payday.

ARTICLE 17

FULL PAYMENT IN JUNE

Paraprofessionals who at the end of the school year request immediate payment of the balance of the salary due them shall receive that amount with the last salary check of the school year. The Board reserves the right to require thirty (30) days notice in advance of the expected payment hereunder.

ARTICLE 18
DUES DEDUCTION/FAIR SHARE DEDUCTIONS

s1. The Board will deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for the payment of annual Federation dues in twenty-six(26) equal installments. The fees and a list of the employees from whom the fees have been deducted and the amount deducted from each shall be forwarded to the Federation treasurer no later than thirty (30) days after such deductions were made. All such dues deduction authorizations shall be irrevocable for the term of this Agreement during active employment and thereafter unless the individual member shall remit in writing a revocation of said authorization by certified mail to the Federation's office and to the District Secretary during any period of fifteen (15) days prior to the expiration of this Agreement or succeeding agreements, in conformity with the Public Employee Relations Act.

s2. The Board will deduct from the pay of each non-member of the Scranton Federation of Teachers in the bargaining unit covered by this Agreement a "fair share fee" in the maximum amount permitted by law in twenty-six (26) or fewer equal installments. The fair share fees and a list of the employees from whom the fees have been deducted and the amounts deducted from each shall be forwarded to the Federation treasurer no later than thirty (30) days after such deductions were made.

s3. The Board shall work with the Federation in the identifying of all employees in this bargaining unit whose SFT membership dues are not being made by payroll deduction.

s4. The Federation will notify the Board of the names of those SFT bargaining unit employees from whose pay "Fair Share" deductions are to be made and the amounts to be deducted. Upon receipt of this information, the Board shall, beginning with the following payroll period, begin the deduction of "fair share fees" and remit same to the Federation as provided in Section 2.

s5. Any bargaining unit member wishing to discontinue Federation membership shall comply with the provision of Section 1 of this Article. Thereupon the Board shall automatically begin payroll deduction of "fair share fees" for such employee.

s6. The provisions of this Article shall apply exclusively to the Federation, and such rights shall not be granted any other teacher labor organization.

s7. The Federation agrees to defend, indemnify, and hold harmless the Board, District, and any of its agents, in connection with any costs or litigation arising out of any deductions made pursuant to this section.

ARTICLE 19
SFT COPE DEDUCTION

s1. Effective January 1, 1986, the Board shall provide payroll deduction for voluntary contributions to the Scranton Federation of Teachers Committee on Political Education (SFT/COPE) as follows:

- (a) The Federation shall submit to the Controller's office voluntary, signed SFT/COPE payroll deduction authorization cards.
- (b) The voluntary signed SFT/COPE payroll deduction authorization cards shall specify the amount to be deducted from the pay of the bargaining unit members.
- (c) Revocation of an authorization will not be effective during the school year (September through June). Any such revocation must be submitted in writing by the bargaining unit member to the Controller of the District and to the Treasurer of the Scranton Federation of Teachers and shall become effective with the start of the next school year.

s2. The voluntary deductions and a list of the employees from whom these SFT/COPE deductions have been made shall be forwarded to the Federation treasurer on a monthly basis no later than thirty (30) days after such deductions were made.

ARTICLE 20
PERSONNEL FILE PROGRAMS

s1. Each paraprofessional shall have the right, upon reasonable request, to review and make copies of the contents of his own personnel files maintained at the employee's school or at the Administration Building. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are exempted from such review.

s2. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless it is signed by a person competent to know that facts or make the judgment and unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read the material by affixing his signature on the material to be filed, with the understanding that such signature merely signifies that he read the material and does not indicate agreement with its content. Anonymous material not brought to the employee's within five (5) school days after its receipt by the Principal or other administrator shall not be placed in the files. Any anonymous material placed in an employee's files prior to the execution of this Agreement shall at such employee's request be removed there from, and, in any event, shall be given no weight or consideration for any purpose whatever.

s3. The employee shall have the right to answer any material filed and his answer shall be attached to the file material.

s4. Only those personnel who have an official right and reason for doing so may inspect an employee's files.

s5. An employee may request removal of material from his files when he proved such material to be untrue or unjust and have recourse to the grievance procedure should a question arise as to the validity of the proof offered by the employee.

s6. Administrators shall be encouraged to place in the employee's files information of a positive nature indicating special competencies, achievements, performances or contributions of a positive nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.

s7. Wherever required, an employee who refuses to affix his signature within a reasonable time upon written notification of same shall be deemed to have so signed.

ARTICLE 21 **NOTIFICATION OF REDUCTION IN FORCE**

The Board shall promptly notify the Federation upon determining that a reduction in force will occur within the bargaining unit. Where such reduction in force is based on suspension, withholding or curtailment of funds or programs operated in conjunction with the State or Federal government, such notice will be given at the time the District is made aware of the necessity for such reduction.

ARTICLE 22 **AVAILABILITY OF RECORDS**

The employer agrees to make available to the Federation, upon reasonable request and within a reasonable time thereafter, such information, statistics, records or documents related to the bargaining unit or Federation business which are in its possession and are necessary for the negotiations and/or the implementation of this Agreement. The employer shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

ARTICLE 23
FEDERATION BUSINESS

s1. No Federation member or representative shall solicit members, engage in organizational work, or participate in other Federation activities during assigned duty hours of the employees involved on the employer's premises except as expressly provided for in this Agreement. This Section shall not be construed to preclude informal conversations between individual members of the bargaining unit during unassigned time, provided that such do not interfere with the employee's responsibilities.

s2. The Board shall permit representatives of the Federation to visit the schools concerning matters of bargaining unit business. Upon entering the building, the local representative shall make his presence and reason for visitation known to the Principal or his designee. No such visits shall interfere with the instructional program or with assigned duties of any bargaining unit member.

ARTICLE 24
MAILBOXES AND BULLETIN BOARDS

s1. The Federation may place material related to Federation business in available mailboxes of paraprofessional employees. Placement will be made by the Federation representative or his designee. Copies shall be made available to the building principal or immediate supervisor simultaneously with said distribution.

s2. Existing bulletin boards in places readily accessible to and normally frequented by paraprofessional employees may be used for posting of notices and other materials relating to Federation activities. The Federation representative or his designee shall have the responsibility for posting materials on the bulletin board.

s3. The provisions of this Article shall apply exclusively to the Federation and such rights shall not be granted to any other labor organization competing to represent employees covered by this Agreement.

ARTICLE 25
FEDERATION MEETINGS IN SCHOOLS

The Federation shall be permitted to use available portions of the school buildings for meetings related to bargaining unit business upon request, and with the approval of the Principal. Such meetings shall take place before or after regular duty hours, or during any duty-free lunch period of the employees involved, and use of the facilities shall be subject to such reasonable conditions as may be determined by the District. Such meetings or use of buildings shall not require special arrangements by the Principal or custodial staff, and shall not interfere with any instructional or extracurricular activities, or with any assigned duties of bargaining unit members.

ARTICLE 26
NOTICES AND DIRECTIVES

Under a plan mutually agreeable to the Administration and the Federation, a copy of any written notice, directive, bulletin, or Board resolution relating to any paraprofessional, to paraprofessionals generally, or to any group of paraprofessionals, shall be sent to the Federation president.

ARTICLE 27
DISCIPLINARY CONFERENCES

In the event a Principal or other administrator desires to discuss with an employee matters which may affect his position in respect to discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the employee in writing that he may have a Union representative present at such conference. In the event that such employee attends the conference after such notice without such a representative, then any agreement or statement he makes may be used. If such notice is not given to the employee, no agreement or statement made by the employee at such discussion shall be used against or in respect to the employee.

ARTICLE 28
SUMMER SCHOOL

s1. No person not in the bargaining unit shall be appointed to a summer school position so long as a member in the bargaining unit is available and willing to fill the position.

s2. Appointments to be made in order of:

- a) length of service in the program.
- b) length of service in the School District.

s3. Pay shall be at the hourly rate of pay of sixteen dollars (\$16.00) effective September 1, 2008, sixteen dollars and fifty cents (\$16.50) effective September 1, 2009, and seventeen dollars (\$17.00) effective September 1, 2010

ARTICLE 29
JOB POSTING

s1. When permanent or long-term temporary vacancies occur, or new positions are created, the vacancies or new positions shall be posted by the District in all bargaining unit work locations for five (5) workdays. If any employee is interested in being considered for the position, he must file a written application with the Manager of Personnel Services within five (5) workdays of the posting of the notice. For vacancies occurring during the summer, notices thereof will be mailed to the Federation and the employees.

s2. Appointment to said positions shall be based on the employee's length of continuous service, possession of the necessary qualifications to complete the assignment and physical fitness.

ARTICLE 30
TRANSFERS

s1. For the purposes of this Agreement, the term "transfer" shall mean a change in assigned work location not involving a change in job title or compensation.

s2. Qualified employees desiring a transfer to an existing or prospective vacancy shall apply annually on a form made available by the administration which shall remain on file in the Personnel Office. All applications on file will be reviewed when a vacancy occurs within a job classification.

s3. No regularly appointed employee who is eligible for transfer and has followed the prescribed procedures shall be unreasonably denied such request.

s4. It is agreed that the District may, at its discretion, take appropriate action to temporarily fill any vacancy.

ARTICLE 31
SENIORITY

- s1. Seniority means an employee's length of continuous service with the Scranton School District in a position within this bargaining unit.
- s2. The following shall constitute a break in continuous service: resignation, separation for just cause, retirement, and acceptance of other permanent employment while on leave. If continuous service is broken by any of the above, the employee shall lose seniority credits. If an employee is returned within one (1) year after such break in service, he shall be entitled to credit for seniority purposes for the time accrued up to the time the break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.
- s3. Seniority lists shall be prepared and revised where necessary every six (6) months. Such lists shall be submitted to the Federation.
- s4. Employees shall be laid off or furloughed in the inverse order of seniority, provided the remaining employees are qualified and physically able to perform the work in the remaining jobs. The operation of this Section shall be suspended in the event it would require the District to act in a manner contrary to the provisions of any law or conditions of regulations governing any grant. Temporary or substitute employees shall be laid off or furloughed before any other employee.
- s5. The Board shall establish and post a preference list for those who have been laid off or furloughed under the provisions of Section 4 of this Article in the inverse order of such layoff or furlough. This list shall remain in effect for two years and shall be used in order of seniority to fill vacancies from which persons on the preference list may have been furloughed or laid off.

ARTICLE 32
TEMPORARY PROGRAM EMPLOYEES

- s1. It is understood and agreed between the Board and the Union that employees hired by the Board into special temporary programs or under special temporary fundings, whether federal, state, or local, shall not be entitled to continue employment in this program in the event the program is curtailed or the funding discontinued. The Board shall have the right to furlough such employees or an equivalent number of bargaining unit employees, subject to the provisions of this Agreement regarding seniority, upon the discontinuance of such program or funding, and shall notify the Union of such discontinuance.
- s2. This Agreement shall not be construed so as to require the Board to act in any manner contrary to or inconsistent with the provisions of any law or the conditions or regulations governing any grant.

s3. The District shall not be required to fund locally any federal or state program, for which funding ceases, or is temporarily or permanently curtailed or delayed.

ARTICLE 33
DISCIPLINE-DISCHARGE-PROBATION PERIOD

s1. An employee shall not be subjected to discipline or discharge except for good and substantial cause. The term “good and substantial cause” shall be deemed to include any of the specific causes for discharge enumerated in section 514 of the School Code.

s2. The provisions of this Article shall not be applicable to employees for the first sixty (60) working days of their employment, during which time they shall be deemed probationary employees, and may be discharged at the discretion of the District.

s3. Where there is unsatisfactory performance during the probationary period, the affected employee will be so notified, and attempts shall be made to assist the employee in correcting these deficiencies.

ARTICLE 34
NONDISCRIMINATION

The Board and the Federation agree that neither shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or membership or participation in the activities of the Federation, or refraining from such membership or participation.

ARTICLE 35
NO STRIKE – NO LOCKOUT

s1. It is mutually agreed that there shall be no strike during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

s2. The employer shall not engage in any lockout during the term of this Agreement.

ARTICLE 36
SEVERABILITY

In the event that any provision of this Agreement shall be held contrary to law by the court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement shall be held contrary to law as stated above, the parties shall meet upon the request of either within a reasonable time, not to exceed twenty (20) days, for the purpose of negotiating a possible substitute provision.

ARTICLE 37
CONSTRUCTION OF AGREEMENT

The employer and the Union agree that this Agreement shall be interpreted and construed in a manner not in violation on any provision of any statute of statutes enacted by the General Assembly on the Commonwealth of Pennsylvania.

ARTICLE 38
HEADINGS

Any headings preceding the text of the several Articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 39
WAIVERS

Except as otherwise specifically provided within this Agreement, the parties agree that all items presented for or subject to negotiations have been discussed during the negotiations leading to this Agreement and therefore agree that for the term of this Agreement, negotiations will be conducted on any item, whether contained herein or not.

ARTICLE 40
RETIREMENT INCENTIVE

- s1. Paraprofessional employees who retire under the provisions of the Public School Employees Retirement Code who have 15 years of service shall receive a retirement incentive payment effective September 1, 2008, a single \$6,000.00 lump sum amount payable upon retirement.
- s2. Upon retirement in accordance with the provisions of the Public School Employees Retirement Code, paraprofessionals will receive severance payments for all accumulated and unused sick leave days.
- s3. Severance payments for unused, accumulated days of sick leave shall be at the rate of thirty dollars (\$30.00) per day, effective September 1, 2008.
- s4. Employees planning to retire should notify in writing, the Manager of Personnel Services at least sixty (60) days in advance, if possible.

ARTICLE 41
NO ABSENCE FROM WORK INCENTIVE

s1. An employee who has not been absent from work during the course of the school year by using any sick leave days will receive an incentive payment as described below.

| <u>Days Taken</u> | <u>Incentive Payment</u> |
|-------------------|--------------------------|
| A. 0 | \$200 |
| B. 1 | \$100 |

- s2. Absence taken voluntarily without pay shall be considered as sick leave day(s) taken and shall be counted as such in determining eligibility for this payment. Specifically excluded from being counted as days of absence in determining eligibility for this payment are personal leave days, bereavement leave days, days utilized for staff development training, "pay back" days resulting from previous advancement of sick leave days, jury duty, and heretofore District-recognized religious holidays.
- s3. This article shall not apply to persons on leaves of absence of any type.

