

COLLECTIVE BARGAINING AGREEMENT

for the period

JULY 1, 2023 to JUNE 30, 2028

between the

MUHLENBERG SCHOOL DISTRICT

and the

**MUHLENBERG EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION**

TABLE OF CONTENTS

	Page
I. RECOGNITION	1
II. MAINTENANCE OF MEMBERSHIP	1
III. MEMBERSHIP DUES DEDUCTION.....	1
IV. MANAGEMENT CLAUSE	2
V. HOURS OF EMPLOYMENT, OVERTIME, AND CALL-IN AND CLEAN-UP	2
VI. NEW OR PROBATIONARY EMPLOYEES	6
VII. JURY DUTY	6
VIII. VACANCIES AND REQUEST FOR TRANSFER.....	6
IX. SENIORITY AND LAYOFF	6
X. USE OF SCHOOL BUILDINGS AND EQUIPMENT	7
XI. STEWARDS	7
XII. JUST CAUSE.....	7
XIII. PERSONAL FILE.....	8
XIV. REQUIRED MEETINGS OR HEARINGS	8
XV. SUBSTITUTING IN DIFFERENT JOB CLASSIFICATION	8
XVI. WAGES	8
XVII. HEALTH AND WELFARE BENEFITS	
A. HEALTH INSURANCE	10
SECTION 1 – MEDICAL AND DENTAL	10
SECTION 2 – PRESCRIPTION	10
SECTION 3 – PREMIUM SHARE.....	10
SECTION 4 – OPT OUT OF MEDICAL PLAN	10
SECTION 5 – VISION PLAN	11
B. LIFE INSURANCE	12
C. CLOTHING AND TOOLS	12
D. LEGAL ASSISTANCE	12
E. TRAVEL ALLOWANCE.....	12
F. EDUCATION PROVISION	12
G. TRAINING	13
XVIII. HOLIDAYS, VACATIONS, AND LEAVES	
A. SICK LEAVE	13
B. EXTENDED SICKNESS BENEFITS.....	13
C. EMERGENCY LEAVE	15
D. DISABILITY LEAVE	15
E. CHILDBEARING/CHILDREARING LEAVE	16
F. DEATH IN FAMILY	17
G. PERSONAL LEAVE	17
H. HOLIDAYS	18
I. UNPAID LEAVE.....	18
J. VACATIONS	19
K. LEGAL LEAVE	19
L. SHUTDOWN	19
XIX. STRIKES OR LOCKOUTS	20
XX. MEET AND DISCUSS.....	20

XXI. GRIEVANCE PROCEDURE 20

XXII. SAVINGS CLAUSE..... 21

XXIII. WAIVER 21

XXIV. ASSOCIATION BUSINESS 21

XXV. SUBCONTRACTING 21

XXVI. TIMELINES 21

XXVII. NEEDS IMPROVEMENT/UNSATISFACTORY RATING 21

XXVIII. CALL-IN PROCEDURES FOR SUBSTITUTE CAFETERIA WORKERS 22

XXIX. TERM OF AGREEMENT 22

EXHIBIT "A" – MESPA WAGES – 2023-2028 23

**Collective Bargaining Agreement
between the
Muhlenberg School District
and the
Muhlenberg Education Support Professionals Association
for the period
July 1, 2023 to June 30, 2028**

THIS AGREEMENT entered into and executed this ____ day of March, 2023, to be effective July 1, 2023, by and between the **MUHLENBERG SCHOOL DISTRICT**, of Laureldale, Berks County, Pennsylvania, (hereinafter called "Employer"),

AND

THE **MUHLENBERG EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, ESPA/PSEA**, (hereinafter called "Association").

WITNESSETH

The parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

Employer recognizes the Association as the exclusive bargaining agent for the following employees: Two (2) units previously certified by the Board at PERA-R-11, 434-C and PERA-U-82-658-E/PERA-R-2841-E are to be consolidated into one (1) unit for the purpose of collective bargaining in a subdivision of the employer unit comprised of all full-time and regular part-time secretaries, custodians, paraprofessionals, and cafeteria employees; and excluding professional employees, management-level employees, supervisors, first-level supervisors, confidential employees, and guards as defined in the Act ("Employees"). (PERA-U-83-551-E - March 5, 1984)

**ARTICLE II
MAINTENANCE OF MEMBERSHIP**

The School District agrees that all Employees in the above described bargaining unit who are members of the Union at the time of the execution of this Agreement shall be subject to the maintenance of membership provision of Article III, Section 18 of the Public Employee Relations Act, Act 195.

**ARTICLE III
MEMBERSHIP DUES DEDUCTION**

A. Deduction From Salary

The Board agrees to deduct from the salaries of members for the Muhlenberg Education Support Professionals Association/ESPA/PSEA and transmit monies by check promptly to the appropriate officer of the Association.

Upon proper authorization from the Employee, the School District agrees to deduct dues from the association members' pay in 10 or 12 equal monthly payments. The Board will begin deductions the payroll following receipt of the Employee's deduction authorization card.

B. Authorization Card (Card to be printed and provided by the Association.)

ARTICLE IV
MANAGEMENT CLAUSE

The Employer shall retain all of its rights of management which are not inconsistent with this Agreement or the exercise of which do not conflict with this Agreement whether or not considered by the parties hereto during the negotiation of this Agreement. Any of the rights, powers, functions, or authority which the Employer had prior to the signing of this Agreement, including but not limited to those in respect to wages, hours of employment, or conditions of work except as they are specifically abridged or modified by this Agreement are retained by the Employer and shall not be subject to negotiation during the term of this Agreement. Nothing in this Agreement nor the Agreement itself shall be considered as requiring the Employer to continue any past practices unless they are specifically set forth in the Agreement.

ARTICLE V
HOURS OF EMPLOYMENT, OVERTIME, AND CALL-IN AND CLEAN-UP

A. Custodians

Section 1 - The normal work week shall consist of forty (40) hours and eight (8) hours shall constitute the normal workday. Neither time period shall include the lunch periods, except that in night shift the eight (8) hours shall include the lunch period.

Section 2 - All full-time Employees shall receive a one-half (1/2) hour lunch break and two (2) ten-minute (10) breaks scheduled as follows except in emergency situations:

7:00 a.m.-3:30 p.m.	-	1st break 9:00 a.m. - 9:10 a.m. 2nd break 2:00 p.m. - 2:10 p.m.
3:00 p.m.-11:00 p.m.	-	1st break 5:00 p.m. - 5:10 p.m. 2nd break 9:00 p.m. - 9:10 p.m.
3:30 p.m.-11:30 p.m.	-	1st break 5:30 p.m. - 5:40 p.m. 2nd break 9:30 p.m. - 9:40 p.m.
4:00 p.m.-12:00 p.m.	-	1st break 6:00 p.m. - 6:10 p.m. 2nd break 10:00 p.m. - 10:10 p.m.
11:00 p.m.-7:00 a.m.	-	1st break 1:00 a.m. - 1:10 a.m. 2nd break 4:00 a.m. - 4:10 a.m.

Part-time Employees will be entitled to a ten-minute (10) break for each four (4) hours of work scheduled. Specific times for breaks and for lunch periods shall be scheduled by School District.

Section 3 - The normal day shift shall be 7:00 a.m. to 3:30 p.m. The normal night shifts shall be 3:00 p.m. to 11:00 p.m.; 3:30 p.m. - 11:30 p.m.; 4:00 p.m. - 12:00 p.m.; and 11:00 p.m. to 7:00 a.m. as determined by Employer.

Employer shall have the right to alter temporarily the work schedules within one (1) hour of the herein designated times giving Employee twenty-four (24) hours' notice.

Employer shall have the right to alter permanently the work schedules but will not make any alterations of the designated times until the Employer has met with Employee and his/her representative to discuss the change. Employer shall have the final decision to any changes. Changes shall be completed in a fair and equal manner.

In the event of emergency as determined by the Employer, Employer shall have the right to alter the work schedules to handle the emergency.

Section 4 - A special work week shall be created for one Employee at the High School which runs from Tuesday to Saturday during the night shift; however, the Employer shall have the right to reschedule the Employee's shift on Saturday to coincide with a scheduled event as long as the Employee receives 24 hours' notice of the rescheduling.

Section 5 - Overtime at the rate of one and one-half (1½) times the regular rate of pay shall be paid as follows:

- a) If an Employee is required to work in excess of eight (8) hours per day and exceeds forty (40) hours per week.
- b) In no event shall the School District pay overtime more than once for the same hours worked.

Section 6 - Overtime may be scheduled at the discretion of School District provided reasonable notice shall be given. Employee shall work such overtime as may be requested unless the Employee has an important previous commitment for the time requested for overtime work, in which event the Employee may be excused provided that the Employee with the least seniority in the building, who can do the work, shall work the overtime. In the event the qualified Employee with the least seniority in the building is unable to work due to emergency, the Coordinator of Buildings, Grounds, and Transportation shall have discretion in finding a substitute who is capable of performing the work.

Section 7 - An Employee called in for any work shall be paid for not less than three (3) hours of work; however, it is understood that the Employee may be requested to perform work for the full three (3) hour period.

Section 8 - Overtime at the rate of two (2) times the regular rate of pay shall be paid for all work performed on Sundays, provided the Employee has worked all other normal work hours made available to him/her during the week.

Section 9 - In the event an Employee works overtime and desires to take compensatory time rather than overtime wages, the day or days to be taken must be cleared through the Coordinator of Buildings, Grounds, and Transportation and final discretion shall be with the Superintendent.

Section 10 - All Employees shall be granted a five (5) minute period to clean up immediately preceding the beginning of their scheduled lunch break.

All Employees shall be granted a ten (10) minute period to clean up immediately preceding the end of their workday.

Section 11 - Floating custodians shall be regular, full-time Employees. Management has the right to change shifts and building assignments.

Section 12 - Overtime must be pre-approved by Employee's supervisor. Overtime is not available to those Employees who are on "light duty".

B. Clerical

Section 1 - The normal work week shall consist of five (5) seven and one-half (7½) hour days, thirty-seven and one-half (37½) hour week beginning at any time between 7:00 a.m. and 8:30 a.m. on Monday with a one-half (½) hour uninterrupted lunch period without pay.

Employer shall have the right to alter temporarily the work schedules within one (1) hour of the herein designated times giving Employee twenty-four (24) hours' notice.

Employer shall have the right to alter permanently the work schedules but will not make any alterations of the designated times until Employer has met with Employee(s) and his/her representative to discuss the change in work schedule. Employer shall have the final decision of any changes. Changes shall be made in a fair and equal manner.

In the event of emergency as determined by the Employer, Employer shall have the right to alter the work schedules to handle the emergency.

Section 2 - If an Employee is required to work in excess of eight (8) hours per day and exceeds forty (40) hours per week, said Employee shall receive one and one-half (1½) times the Employee's hourly rate for all hours over forty (40) hours per week.

If an Employee is required to work on a scheduled holiday, he/she shall receive double time.

Section 3 - An Employee called in for any work shall be paid for not less than three (3) hours of work, provided that the Employee may be requested to perform work for the full three (3) hour period.

Section 4 - A one (1) hour lunch period shall be observed during July and August and during in-service days for the professional staff; one-half (½) of which shall be paid.

C. Part-time Employees

Section 1 - Those permanent part-time Employees who work more than twenty (20) hours per week but less than forty (40) hours for custodial and thirty-seven and a half (37.5) hours for clerical. This definition is for the sole purpose of determining eligibility for benefits.

Permanent part-time Employees are those permanent cafeteria Employees, health services technicians and paraprofessionals who work twenty-five (25) hours or more but less than thirty-five (35) hours per week. This definition is for the sole purpose of determining eligibility for benefits.

Section 2 - Permanent part-time Employees who work less than the minimum hours described in Paragraph C Section 1 above shall be entitled to the following benefits only:

a) Two (2) personal days per year (non-cumulative). Each day's pay shall be equal to one (1) day's regular pay at the Employee's regular daily part-time rate and shall be equal to the number of hours regularly worked by that Employee. If an Employee has scheduled a personal day and a delayed opening or an early dismissal occurs, the Employee shall be charged only the number of personal day hours they would have worked that day. Any remaining hours must be used within the balance of the school year.

b) Four (4) sick days (cumulative) per year. Each day's pay shall be equal to one (1) day's regular pay at the Employee's regular daily part-time rate and shall be equal to the number of hours regularly worked by that Employee. If an Employee has scheduled a sick day and a delayed opening or an early dismissal occurs, the Employee shall be charged only the number of sick day hours they would have worked that day. Any remaining hours must be used within the balance of the school year.

c) Bereavement Leave in accordance with Article XVIII (F).

Section 3 - In the first year of employment, Employees will receive a prorated amount of personal days and sick days based on the date of hire.

D. Cafeteria Employees

Section 1 - The normal shift shall be scheduled between one hour before and one hour after the present scheduled day (6:00 A.M. - 3:00 P.M. normal shift).

Section 2 - Employees shall receive at least one (1) week's notice of any change in work schedule except in cases of emergency, as determined by the Employer.

Section 3 - Employer shall have the right to change the normal shift if new programs are implemented and the Association and affected Employees receive at least one week notice as determined by the Employer.

Section 4 - In the event of an emergency, as determined by the Employer, Employer shall have the right to alter the work schedules to handle the emergency.

Section 5 - Work Year - Employees shall work the student schedule (calendar approved and amended by Board of Directors), unless lunch is not served, plus up to five (5) additional days for in-service, preparation, and/or clean-up with a maximum of seven (7) hours/day for the five (5) additional days. Employees shall only be paid for hours worked or in attendance at in-service.

Section 6 - Employees who work four (4) continuous hours or more per day shall receive a ten (10) minute work break daily as determined by the Head Cooks. Those Employees who work five (5) hours or more per day shall be entitled to a one-half hour unpaid lunch. Employees may waive their one-half hour lunch break, but must notify Employer at beginning of each school year of his/her intent to waive the lunch period which shall continue for the entire school year.

Section 7 - Overtime

a) Any Employees who work in excess of forty (40) hours per week shall receive pay at time and one-half for all hours worked in excess of forty (40) hours per week.

b) Special function work shall be assigned by Head Cooks to only those Employees who sign up for special function work at the beginning of each school year. Assignments shall be made on a district-wide rotating basis with respect to seniority.

c) Sunday work shall be double time only if Employee has worked in excess of forty (40) hours during the week.

d) The pay week shall run from Friday through Thursday.

e) There shall be no compensatory time.

Section 8 - Call-In Time - Employees called in for work shall be paid for not less than two (2) hours of work; however, it is understood that the Employee may be requested to perform work for the full two (2) hours or more for which additional time the Employee shall be paid.

E. Paraprofessionals and Health Services Technicians

Section 1 - The normal shift shall be scheduled between one hour before and one hour after the present scheduled day (6:30 A.M. - 5:00 P.M. normal shift).

Section 2 - Employees shall receive at least one week's notice of any change in work schedule except in cases of emergency, as determined by the employer.

Section 3 - Employees shall work the student schedule (calendar approved and amended by Board of Directors) plus up to five (5) additional days as assigned by the building principal for in-service and/or preparation with a maximum of seven (7) hours/day for the five (5) additional days. Employees shall only be paid for hours worked or in attendance at in-service.

Section 4 - Employees who work four (4) continuous hours or more per day shall receive a ten (10) minute work break daily determined by their supervisor. These Employees who work five (5) hours or more per day shall receive a one-half hour unpaid lunch.

Section 5 - Overtime

a) Any Employees who work in excess of forty (40) hours per week shall receive pay at time and one-half for all hours worked in excess of forty (40) hours per week.

b) The pay week shall run from Friday through Thursday.

c) There shall be no compensatory time.

Section 6 - Call-In Time - Employees called in for work shall be paid for not less than two (2) hours of work; however, it is understood that the Employee may be requested to perform work for the full two (2) hours or more for which additional time the Employee shall be paid.

Section 7 - A sick day, personal day or emergency day shall be equal to the number of hours regularly worked by that Employee. If an Employee has scheduled a sick, personal or emergency day and a delayed opening or an early dismissal occurs, the Employee shall be charged only the number of hours against the sick, personal or emergency day hours that they would have worked that day. Any remaining hours must be used within the balance of the school year.

ARTICLE VI

NEW OR PROBATIONARY EMPLOYEES

All new Employees shall be placed on a probationary period of forty-five (45) working days, during which time the Employee shall receive no benefits hereunder and during which time the Employer may discharge him/her without cause.

ARTICLE VII

JURY DUTY

Any Employee who is called for and performs jury duty or is subpoenaed for a court hearing, shall be excused from work on his/her regularly scheduled workdays and shall be reimbursed by the School District for the difference between payment received for such jury duty or witness fee and the payment he or she would have received for the straight time hours he or she was thereby required to lose from his or her regular work schedule.

ARTICLE VIII

VACANCIES AND REQUEST FOR TRANSFER

The Employer shall have discretion in filling all vacancies; however, when a vacancy arises or is anticipated, the Superintendent or his assignee shall promptly post notice of same for no less than ten (10) days before the position is permanently filled. A copy of same vacancy shall be provided to the President of the Association. Vacancies shall be filled on the basis of experience, competency, seniority and the recommendation of appropriate supervisor. Any new position shall be posted with accompanying job description, qualifications, and salary.

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Employees. Request by an Employee for transfer to a different building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Association. The Employer shall make the final determination if a transfer is requested.

Any Employee who bids into a vacancy or transfers into a new position shall be placed on a probationary period of thirty (30) working days. In the event the Employee is unable to perform the required work during the probationary period, he/she shall be returned to his/her former position and the next most qualified senior bidder will be awarded the position.

ARTICLE IX

SENIORITY AND LAYOFF

Seniority is defined as the length of continuous service, within the bargaining unit of hiring. Any part-time Employees shall be pro-rated. Seniority shall not be interrupted by a layoff or furlough for one year provided the Employee returns to work within five (5) workdays of notification to return to work.

When a reduction in force or layoff becomes necessary, it is in reverse order of seniority within classification. The affected Employee shall have the right to bump into any position which he/she previously held within the bargaining unit provided they are able to perform the duties of that job. Employees who are laid off shall be recalled from layoff in reverse order of layoff. The most senior shall be recalled first. Employees on layoff shall be offered any permanent vacancies for which, in the opinion of the District, the Employee qualifies, up to one year after the layoff.

An Employee shall lose his/her seniority and be no longer considered an Employee for any of the following reasons:

- a) voluntary quitting
- b) discharge for cause
- c) absence for three (3) consecutive working days without notifying the School District unless the Employee is on an authorized leave of absence
- d) layoff for one year
- e) absence due to illness for more than one year beyond the Employee's sick leave

Seniority calculations begin on the first working day following the conclusion of the forty-five (45) day probationary period.

ARTICLE X **USE OF SCHOOL BUILDINGS AND EQUIPMENT**

Section 1 - The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Application for use of the building in question must be completed in advance of the time and place of all such meetings and submitted to the principal in charge of the building.

Section 2 - The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

Section 3 - The Association shall be granted use of existing bulletin boards in each building, and adequate space shall be guaranteed for the posting of Association notes. Copies of all materials to be posted on such bulletin boards shall be given to the building principal but no approval shall be required.

Section 4 - The Association shall have the right to use the interschool mail facilities and school mail boxes for Association Business and without the approval of building principal or other members of the administration.

ARTICLE XI **STEWARDS**

The Employees shall elect a member of the bargaining unit to act as a Steward for the Employees working during the day shift. The Employees shall also elect a member of the bargaining unit to act as a steward for the Employees working during the second shifts. It shall be the function of the stewards to ensure that the provisions of this Agreement are adhered to by the School District and steward shall not, when attending grievance meeting, have wages deducted for time involved during working hours provided that School District has agreed to discuss the grievance during working hours.

ARTICLE XII **JUST CAUSE**

Employees shall not be discharged or disciplinarily suspended without just cause. The Employee must select the method by which he/she wishes to have a determination on the discharge or suspension at the first level, (Grievance vs. Local Agency Hearing).

ARTICLE XIII
PERSONAL FILE

An Employee shall have the right, upon request, to review the contents of his/her personal file and to receive copies at Board expense of any documents contained therein. An Employee shall be entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to any Employee's conduct, service, character, or personality shall be placed in his/her personal file unless the Employee has had an opportunity to review the material. Inspection of a personal file by the Employee must be done in the presence of the official custodian of records or his/her designee at a mutually agreeable time.

ARTICLE XIV
REQUIRED MEETINGS OR HEARINGS

Whenever any Employee is required to appear before the Superintendent, Board or any committee, or member thereof concerning any matter which could adversely affect the continuation of that Employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.

ARTICLE XV
SUBSTITUTING IN DIFFERENT JOB CLASSIFICATION

If an Employee is assigned by a Supervisor to a job classification for at least one complete workday which has a higher rate of pay than the Employee's rate of pay, he/she shall receive the higher rate of pay. To be eligible for the higher rate of pay, the Employee must perform all job functions associated with the higher classification.

ARTICLE XVI
WAGES

Section 1

The total salary increase to each Employee shall be as follows:

Secretary, Custodian, Maintenance/Utility, IT Tech Support, Paraprofessional, Health Services Technician:

2023-24 – hourly increase of \$0.75
2024-25 – hourly increase of \$0.75
2025-26 – hourly increase of \$1.00
2026-27 – hourly increase of \$1.00
2027-28 – hourly increase of \$1.00

Cafeteria Worker, Cafeteria Assistant, Clerical Assistant:

2023-24 – hourly increase of \$0.50
2024-25 – hourly increase of \$0.50
2025-26 – hourly increase of \$0.75
2026-27 – hourly increase of \$0.75
2027-28 – hourly increase of \$0.75

See EXHIBIT "A" – MESPA Wages – 2023-2028

Section 2

Head Night Custodians shall receive a yearly bonus:

C.E. Cole	-	\$400
Elementary Center	-	\$400
Middle School	-	\$450
Senior High School	-	\$700

Section 3

All Custodians permanently assigned as outside custodians and 2nd and 3rd shift custodians shall receive a \$0.50 per hour premium with no increase during the term thereof.

See EXHIBIT "A" – MESPA Wages – 2023-2028

Section 4

It is understood that while not contained in the School District's job classification descriptions or job duty descriptions for inside Custodians, that inside Custodians, as part of their inside custodian duties, are required to do outside custodian work, such as grass cutting and snow shoveling as may be assigned by the Coordinator of Buildings, Grounds, and Transportation for which work they shall not receive the outside job premium. Any inside Custodian assigned to perform the outside work normally assigned to a particular outside Custodian shall receive the outside job premium for the hours so worked.

Section 5

In the event of unexcused absence from work, a Custodian will lose pay based on the number of days worked per year divided by eight (8) hours and the rate of pay. In the case of a Secretary, the same formula shall apply but the number of hours shall be 7.5.

Section 6

There shall be the following job classifications:

- Inside Custodian
- Outside Custodian
- Maintenance/Utility
- Floating Custodians

Section 7

Wages for time worked shall be paid on a per hour basis determined by dividing the Custodian's stated yearly wage rate by 2,080 (52 weeks times 40 hours) and the Clerical person's stated yearly wage rate by 1,950 (52 weeks times 37.5 hours) or if a Custodian or Clerical person works less than the normal hours per year, by dividing the Employee's stated yearly rate by the corresponding number of hours in Employee's work year.

Section 8

New Employees shall have a mentor assigned to assist in their induction into the School District. If the new Employee remains employed for one (1) continuous year after hire date, the mentor shall receive a Five Hundred Dollar (\$500.00) stipend. The Employer shall select mentors in its sole discretion.

Section 9

A Two Dollar (\$2.00) per hour increase will be provided to an Employee who obtains a trade certification in pesticides, plumbing, electrical, mechanical or hydraulic systems that relate to facilities and grounds operations, as pre-approved by the Administration, and a One Dollar (\$1.00) per hour increase per each additional certification earned. All certifications must be pre-approved by the Administration in its sole discretion. No certifications held by Employees at the time of hire that are not disclosed to Employer will be acknowledged.

ARTICLE XVII HEALTH AND WELFARE BENEFITS

HEALTH INSURANCE

Section 1 – Medical and Dental

Health insurance benefits shall be provided in accordance with the current plan adopted by the Berks County School Districts' Health Trust. In the event the Trust Plan dissolves, is abandoned, or lapses, the Employer shall have the right, following consultation with the Association, to implement a plan equivalent to the Trust Plan coverages and deductibles.

Employer agrees to provide Berks County School Districts' Health Trust and Delta Dental coverage or equal coverage for Employees and their dependents provided the Employee shall complete the necessary application forms for the same.

Employer agrees to pay the premium for a 50% co-insurance for crowns, inlays, onlays, gold fillings, dentures and fixed bridges for Employee only.

The deductible shall be as provided by the Berks County School Districts' Health Trust.

New part-time Employees and those present full-time Employees who are demoted voluntarily shall receive pro rata benefits for Employee only for medical, dental, prescription, tuition reimbursement and life insurance based on the Employee's weekly hours compared to a full-time Employee's weekly hours. There shall be no severance payments for part-time Employees. Employees who are demoted involuntarily shall continue to receive full benefits as described above.

Paraprofessionals and Health Services Technicians – For those Employees who regularly work twenty-five (25) hours or more per week, employer agrees to provide Berks County School Districts' Health Trust Plan and Delta Dental coverage (or equal coverage) for Employees only who are eligible for medical coverage with the option to purchase two-party or family coverage at the group rate.

Section 2 – Prescription

Paraprofessionals and Health Services Technicians – For those Employees who regularly work twenty-five (25) hours or more per week, employer agrees to provide prescription coverage (Trust Plan) or equal coverage for Employees only provided Employee shall complete the necessary application forms with the option to purchase two-party or family coverage at the group rate.

Section 3 – Premium Share

All Employees shall pay a six percent (6.0%) premium share per month toward their health insurance regardless of whether the Employee chooses a single, two-party or family coverage.

Section 4 – Opt Out of Medical Plan

1. All eligible full-time Employees waiving or reducing medical coverage shall receive the following reimbursement:

- a) If eligible for family coverage and elect no coverage - \$3,600
- b) If eligible for family coverage and elect two-party - \$750
- c) If eligible for family coverage and elect single coverage - \$1,800
- d) If eligible for two-party coverage and elect no coverage - \$2,400
- e) If eligible for two-party coverage and elect single coverage - \$1,400
- f) If eligible for single coverage and elect no coverage - \$1,200

2. To exercise waiver of benefits, an Employee must submit a completed Request for Employees Benefit Waiver to the Central Administration for review and approval. The waiver must be submitted no later than June 15th for implementation in the following school year.

3. The benefit waiver period begins July 1 of each school year and terminates June 30 of the following year.

4. Payment to the Employee for waiver or reduction of health benefits will be prorated over the Employee's annual pay periods.

5. The request to waive health benefits will be ongoing unless discontinued by the Employee. Such discontinuance must be completed at the end of each benefit period or by June 30, unless discontinued earlier for emergency situations.

6. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Central Administration. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval by the insurance carrier. The District shall not be responsible or liable in any way for treatments or any Employee expenses for health care related items at any time. Reinstatement shall occur only after approval by the District's insurance carrier in accordance with their rules and regulations then in effect.

7. An emergency is defined as unforeseen change in an individual's life circumstances, such as a death, termination of other coverage, divorce or as defined by the Berks County School Districts' Health Trust Health Care Provider's plan.

8. In the event that this provision causes the health insurance coverage for other Employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible Employees shall be granted the health insurance benefits as provided in the Collective Bargaining Agreement.

9. In no event will this waiver policy be used to circumvent any rights an Employee or their dependent may have under any state and/or federal rules, regulations or law.

10. Employer will create a full service IRS 125(c) pre-tax dollar medical plan to allow Employees to set aside a portion of his/her salary to pay for any required co-pay premiums and such other items as permitted by Section 125 of the Internal Revenue Code.

Section 5 - Vision Plan

Employer shall provide Employees and dependents with Blue Cross Vision/NVA Plan or equivalent coverage. Employer shall contribute \$85 per year per Employee toward the cost of the premium. In the event the cost of the premium exceeds \$85 in any year, the Employee must contribute the excess cost of the premium by way of payroll deduction. The Association shall furnish to Employer individual authorization cards for each Employee for the amount of the cost of the premium in excess of \$85 per year. If Employees are married to each other, there shall be only one vision policy for the family.

Cafeteria Employees - For those Employees who regularly work twenty-five (25) hours or more per week and employed prior to July 1, 2018, the employer shall provide Employees and dependents with Blue Cross Vision/NVA Plan or equivalent coverage. Employer shall contribute \$85 per year per Employee toward the cost of the premium. In the event the cost of the premium exceeds \$85 in any year, the Employee must contribute the excess cost of the premium by way of payroll deduction. The

Association shall furnish to Employer individual authorization cards for each Employee for the amount of the cost of the premium in excess of \$85 per year. If Employees are married to each other, there shall be only one vision policy for the family.

Any cafeteria Employee hired as of July 1, 2018 or thereafter shall only receive single coverage of the Blue Cross Vision/NVA Plan or equivalent coverage with Employer contributing \$85 per year towards the premium cost. Employee shall be responsible for the balance of the premium cost if it exceeds \$85 per year.

Paraprofessionals and Health Services Technicians - For those Employees who regularly work twenty-five (25) hours or more per week, employer shall provide paraprofessional and health service technician Employees with Blue Cross Vision/NVA Plan or equivalent coverage for Employee only with Employer contributing \$85 per year towards the premium cost. Employee shall be responsible for the balance of the premium cost if it exceeds \$85 per year.

B. LIFE INSURANCE

Employer shall provide for each full-time Employee paid term life insurance coverage in the amount of \$25,000 and for each part-time Employee paid life insurance in the amount of \$10,000.

To be eligible for coverage in accordance with the policy the Employee must work one day during the year.

All newly hired Employees covered under this Agreement shall be eligible for supplemental life insurance forty-five (45) days after their date of hire. The enrollment period shall be limited to the period of time after forty-five (45) days from the date of hire to sixty (60) days from the date of hire only. Supplemental insurance shall be purchased in increments of \$25,000 or \$50,000. All premiums for the purchase of supplemental life insurance shall be the responsibility of and paid for directly by the Employee. All group life insurance coverage provided under this section, whether the base amount or supplemental insurance paid for by the Employee, shall terminate upon the Employees' cessation of employment.

C. CLOTHING AND TOOLS

Employees shall only use School District tools and equipment in the performance of their duties. School District shall provide rain gear for Employees who are required to work outside in the rain.

Cafeteria Employees shall be entitled to a One Hundred Twenty-Five Dollar (\$125.00) per year allowance for the purchase of working shoes, pants, and/or tops. Employees are responsible to provide Employer with copies of receipts for said items and shall be reimbursed twice per year (October 1, February 1).

D. LEGAL ASSISTANCE

The Board shall give full support in proceedings in any criminal action resulting from an assault upon an Employee while performing his or her duties.

E. TRAVEL ALLOWANCE

Employer shall reimburse Employees at the District approved mileage rate for using their own means of transportation to and from schools within the District in the performance of their jobs.

F. EDUCATION PROVISION

The Muhlenberg School District will consider any fully approved PSEA portfolio as a provider for continuing education classes in order to have paraprofessionals' rating "highly qualified". By inclusion of this provision, does not imply that Employer will consent to nor pay for any continuing educational classes. The Employer will make information available to the Employees regarding any PSEA approved portfolio educational providers.

G. TRAINING

Employer shall provide at least twenty (20) hours of training to satisfy Chapter 14 "highly qualified" requirements for those Employees actively working in positions that fall within the requirements of the law. If the Employee is absent for any of the Employer provided training, the Employee shall be required to obtain the training on their own time at their expense.

**ARTICLE XVIII
HOLIDAYS, VACATIONS, AND LEAVES**

A. SICK LEAVE

All Employees shall receive one (1) sick day for each month worked with unlimited accumulation of unused leave from year to year. In the event an Employee is eligible to receive worker's compensation, he/she shall be permitted to request up to two (2) sick days per week as long as the Employee has such days available.

If an Employee has earned five (5) sick days during the waiting week for worker's compensation, upon receipt of his first week's workers compensation check, he/she shall endorse it to the Employer.

Those Employees who regularly work five (5) hours or more per day shall receive one sick day per month worked.

Pay for a sick day for Employees shall be based upon the normal number of hours per day of the Employee's assigned job.

After three (3) consecutive days of absence for sick leave, the Employer shall require a physician's excuse or may request the Employee to submit to a physical examination by a doctor designated by the Employer with results of said examination being forwarded to the Employer upon request.

Employee may use a maximum of three (3) accumulated sick days annually to care for an immediate family member due to illness or injury.

B. EXTENDED SICKNESS BENEFITS

Section 1 - Coverage Clause

If any school term in which a Beneficiary Employee is prevented by illness or accidental injury from following his or her occupation for an Extended Continuous Period of Time, the Employer shall pay to said Employee for each day of absence the salary and benefits to which the Employee may be entitled as if said Employee were actually engaged in the performance of duty for a period as shown under the subtitle "Schedule."

Section 2 – Schedule

Any Beneficiary Employee who has consumed his/her State mandated sick leave entitlement, and after the first ten (10) days of disability for an Extended Continuous Period of Time, Employer shall pay Beneficiary Employee as provided in Coverage Clause for years of service as an Employee in Muhlenberg School District benefits determined by the length of said service as follows:

a) During the first year of Muhlenberg Service one and one half (1½) days of benefits shall accrue for each calendar month of Muhlenberg Service completed. e.g. Employee begins work on September 7, in first year of employment and becomes ill November 8. Days entitled: two (2).

b) After one (1) full year of Muhlenberg Service and up to ten (10) years of Muhlenberg Service, entitlement: one and one-half (1½) calendar months at full pay.

c) After ten (10) full years of Muhlenberg Service and up to fifteen (15) years of Muhlenberg Service, entitlement: one and one-half (1½) calendar months at full pay and one and one-half (1½) calendar months at one-half pay.

d) After fifteen (15) full years of Muhlenberg Service and up to twenty (20) years of Muhlenberg Service, entitlement: two and one-half (2½) calendar months at full pay.

e) After twenty (20) full years of Muhlenberg Service, and upwards of Muhlenberg Service, entitlement: two and one-half (2½) calendar months at full pay and one and one-half (1½) calendar months at one-half pay.

Section 3 – Definitions

Words and phrases used in the text of this benefit shall mean:

a) Beneficiary Employee - An Employee covered by this Contract.

b) Calendar Month - A time during a term beginning with the first day a Beneficiary Employee becomes entitled to this benefit and ending one day before the like date of the ensuing month, provided the date falls during the working term.

c) Disability - Sickness or accidental injury shall be of such nature as to wholly and continuously disable and prevent the Beneficiary Employee from performing any and every duty pertaining to his or her employment. Beneficiary Employee must be regularly attended by a legally qualified physician or surgeon.

d) An Extended Continuous Period of Time - Shall be construed to mean a continued and prolonged period consisting of at least eleven (11) successive days.

Section 4 - Exceptions and Reductions

No benefits shall be paid if: (1) the accidental injury is incurred while the Beneficiary Employee is engaged in remunerative work unrelated to school duties; (2) disability is caused by pregnancy; (3) disability is self-inflicted by Beneficiary Employee; (4) disability results from exercise of option on part of Beneficiary Employee, e.g. chronic illness not calling for emergency operation during term; (5) benefits are duplicated by law or other Employer benefits so that Beneficiary Employee's benefits would exceed his or her working pay; (6) disability does not occur and/or continue during Beneficiary Employee's term. Benefits shall be reduced by any payments made under Worker's Compensation.

Section 5 - Physical Examinations

In the event of disability for which Beneficiary Employee claims coverage under the benefit, the Beneficiary Employee shall furnish a certificate from a physician certifying to the illness or injury. The certificate shall state that the Beneficiary Employee was unable to perform his or her duties during the period of absence. Additionally, the Employer at its own expense shall have the right and opportunity to have a physician examine the person of the Beneficiary Employee when and as often as it may reasonably require during the period of the benefit.

Section 6 - Conformity with State Statute

Any provision of this benefit which may be determined to be in conflict with state statute is hereby amended to conform to the requirements of such statute.

Section 7 - Miscellaneous Provisions

a) Entitlement is not cumulative.

b) Successive periods of a sickness, due to the same or related causes, shall be considered as one period of sickness unless separated by Beneficiary Employee's return to full-time employment for three (3) months or longer.

c) The benefit herein provided shall be reinstated for the full-time to which Beneficiary Employee is entitled by Muhlenberg Service provided it involves a new sickness not related to the former sickness, does not constitute a recurrence of the same sickness and/or involves a new and separate accident.

C. EMERGENCY LEAVE

Employees shall be permitted three (3) days annually for emergency leave but not accumulative. Such leaves shall be granted without loss of pay unless designated otherwise. Application for an emergency leave must be processed in writing through the Employee's immediate supervisor and/or building principal to the Superintendent of Schools. The Superintendent may grant an emergency leave for reasons as indicated below. Emergency leave for other reasons may be granted at the discretion of the Superintendent. Emergency leave shall only be available to full-time Employees.

- a) Serious illness in family, which includes doctor or dental appointments/procedures that cannot be scheduled after work hours;
- b) Handling emergencies that cannot be completed after School hours;
- c) Birth in family;
- d) Pallbearer - one day each year can be requested by custodial Employees only to serve as a pallbearer for a close friend;
- e) Child's graduation;
- f) Child's interview/visit at post-secondary institution;
- g) Home emergency (e.g. flooded basement, ruptured pipes, broken furnace in winter, etc.);
- h) Home improvements should be scheduled later in the day whenever possible. The Employee should work with his immediate supervisor to make up the time needed or to use compensatory time;
- i) One day for moving-related reasons (includes settlement);
- j) Legal proceedings of a personal nature where the Employee's presence is required (not just a lawyer's appointment);
- k) Travel for family-related emergencies (illness or death);
- l) Consultation with social agency, health care facility, or other institution relating to the health/welfare of elderly or invalid members of immediate family (as defined under illness in family); and
- m) Death of family member not covered by the state code.

We would encourage Employees to submit documentation, especially in unusual circumstances, in order to insure consistency and to allow for discretion at the administrative level.

D. DISABILITY LEAVE

1. Disability under this subsection shall mean "sickness or accidental injury of such a nature as to wholly and continuously disable and prevent the Beneficiary Employee from performing any and every duty pertaining to his or her employment. Beneficiary Employee must be regularly attended by a legally qualified physician or surgeon.

2. When an Employee knows or has reason to know in advance when a physical disability will begin and end (e.g. elective surgery, pregnancy disability) written notice thereof shall immediately be given of such times to the Superintendent or his delegate.

3. Disability due to pregnancy shall be treated for all purposes the same as other disabilities with reference to insurance coverage, medical benefits, use of paid sick leave, medical examinations, etc.

4. Upon an Employee experiencing physical or mental disability which disqualifies the Employee from properly and fully performing his duties, the Employee shall give notice thereof to the Superintendent or his delegate within twenty-four (24) hours of the beginning of such disability or as soon thereafter as possible.

5. An Employee absent due to physical or mental disability shall provide to the Superintendent or his delegate a report from his/her physician showing the condition of the Employee, including his/her inability to return to work due to the continuance of the disability. Such report shall be provided within a week of the beginning of the disability and upon return to work. For leaves beyond the two (2) weeks, such report shall be furnished at the end of each two (2) week period. In addition, the Employer shall have the right to have the Employee examined by a physician of its choice.

6. During a leave of absence due to physical or mental disability, the Employee shall continue to accrue seniority and receive all other benefits of an Employee for a period up to the extent of his/her eligibility to receive paid sick leave and extended sickness benefits or the period of one (1) year, whichever is longer; provided, however, that where a disability leave due to pregnancy is immediately preceded by an unpaid maternity leave, the Employer is required to provide group medical and life insurance benefits during the disability leave only if the Employee shall have continued to pay for and keep in force such insurance coverage during the unpaid maternity leave, in which event the Employee shall also continue to pay for the said insurance coverage during the disability leave but shall be reimbursed by Employer for that portion to the premium paid by the Employee, attributable to coverage during the disability leave.

7. Upon application for return to employment following leave, the Employer shall offer the Employee the position held prior to the leave, or a substantially equivalent position (in pay and skill) for which the Employee is qualified if such positions are vacant and available. The Employer shall offer to the Employee any other available position for which the Employee is qualified until such time as the Employer can, through recognized placement procedures, offer the Employee the position held prior to the leave or one substantially similar to it for which the Employee is qualified.

8. Any intentional and/or surreptitious violation of this provision shall be cause for dismissal.

E. CHILDBEARING/CHILDREARING LEAVE

1. An Employee who has become a parent by natural birth shall be granted, upon request, unpaid leave for the purpose of child care. Such leave shall not exceed twelve (12) consecutive calendar months. Failure of Employee to make his/herself available for return within the said period shall constitute a resignation.

2. Application for childbearing/childrearing leave shall be submitted in writing to the Superintendent. Requests shall be submitted at the earliest possible time but not later than thirty (30) calendar days before leave is to commence. All childbearing/childrearing requests must be accompanied by a physician's certificate setting forth expected date of birth. However, as a result of the uncertainties involved in childbearing, and due to unforeseen circumstances caused by and about the delivery of the child, the Superintendent may waive, extend or contract the thirty (30) day notice provision upon reasonable cause exhibited by the Employee.

3. An Employee who adopts a child under the age of six (6) years shall be granted, upon request, an unpaid adoptive leave of up to twelve (12) consecutive calendar months which shall begin when the child is physically turned over to the Employee or on a date reasonably in advance thereof as may be agreed by the Employer and Employee. The Employee shall give notice of the desire to take such leave as soon as the Employee knows that the child intended to be adopted will be acquired.

4. Application for return to employment shall be made at least two (2) weeks prior to the end of the childbearing/childrearing leave and shall be accompanied by a physician's certificate where applicable, that the Employee, at the termination of the leave, will be capable of fully carrying out his/her duties.

5. Upon application for return to employment following such childbearing/childrearing leave, the Employer shall offer said Employee the position he/she held prior to the leave, or a substantially equivalent position (in pay and skill) for which the Employee is qualified if such positions are vacant and available. If such positions are not vacant and available, the Employer shall offer the Employee any other available position for which the Employee is qualified until such time as the employer can, through recognized permanent procedures, offer the Employee the position he/she held prior to the leave or one substantially similar for which he/she is qualified. A job filled by a substitute shall be treated as vacant and available.

6. During childbearing/childrearing leave, the Employee shall not be entitled to any economic benefits, additional steps on salary schedule or payments by Employer on behalf of the Employee, including payments to the Pennsylvania School Employee's Retirement Board. Employee will continue to accrue seniority and may continue medical, dental, life insurance, or other health and welfare coverage at his/her own expense.

F. DEATH IN FAMILY

Any Employee who has suffered a loss through death of his or her spouse, child, father, mother, father-in-law, mother-in-law, brother or sister, and any Employee who has suffered a loss through death of a near relative residing in the same household (first cousin, uncle, aunt, nephew, niece grandfather, grandmother, brother-in-law, and sister-in-law) will be given off without loss of pay from the day of death to and including the first day after the funeral up to a maximum of five (5) days. The five (5) days include any post-funeral memorial services. Any Employee who has suffered a loss through death of a near relative not residing in the same household shall receive one day off without loss of pay. When the distance to the funeral shall be too great for the Employee to return to duty the following day, the amount of absence without deduction of pay will be left to the discretion and determination of the Superintendent of Schools. It is understood that the Employee shall attend the funeral.

G. PERSONAL LEAVE

Personal leave days shall be granted during the term of this contract under the following terms and conditions:

a) All full-time Employees from the expiration of their probationary period in the District shall receive one (1) personal day, in accordance with subparagraph (h) below.

b) All full-time Employees beginning with the sixth (6th) year of employment in the District shall receive two (2) personal days.

c) All full-time Employees beginning with the eleventh (11th) year of employment may exchange one (1) emergency day for a personal day. Beginning with the fifteenth (15th) year of employment, two (2) emergency days may be converted to two (2) personal days.

d) No more than one (1) Employee from each classification (secretarial and custodial) from the same building shall be on personal leave at any one time.

e) Where conflicts arise in accordance with Provision "C", the leave shall be granted on a first-come-first-serve basis.

f) Personal leave days shall not be cumulative.

g) Personal leave days shall not be taken on snow days.

h) If date of expiration of probationary period is between July 1 and last day of February, Employee will receive 1 personal day during that contract year. The following contract year will be counted as year 2, and Employee will receive one (1) personal day.

If date of expiration of probationary period is between March 1 and June 30, Employee will receive ½ personal day during that contract year. The following contract year will be counted as year 1, and Employee will receive one (1) personal day.

H. HOLIDAYS

Custodians and Clerical shall have the following holidays:

New Year's Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Monday after Thanksgiving
Last working day before Christmas
Christmas Day
Last working day before New Year's Day

Clerical personnel will not be required to work the Christmas recess days as defined by the school calendar approved or modified by the School District.

To be eligible for holiday pay, an Employee shall have worked his last scheduled workday before the holiday and the first scheduled workday after the holiday, unless unable to do so by reason of illness supported by doctor's certificate, and provided further that the Employee shall have worked at least five (5) full days in the thirty (30) calendar days immediately preceding the holiday. An Employee who works on a holiday shall receive his holiday pay plus two (2) times his regular pay for the hours worked.

If any of the above holidays falls on Sunday, then the designated day by the Federal Government for the celebration of such holiday shall be the Employee's holiday. If Christmas Day, New Year's Day and/or Independence Day fall on Sunday, then Monday shall be designated as the holiday, and, if Christmas Day, New Year's Day and/or Independence Day fall on Saturday, then Friday shall be designated as the holiday.

Paraprofessionals, Clerical Assistants, Health Care Technicians and cafeteria Employees shall have the following holidays:

New Year's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

I. UNPAID LEAVE

All Employees may request unpaid leave days, which may be granted at the discretion of the Superintendent or his designee, each year of the term of the Contract upon the following conditions:

- a) Unpaid leave days shall not be cumulative.
- b) No more than 20% of any staff shall be on unpaid leave at any one time.
- c) Unpaid leave days shall not be taken on snow days.
- d) When more than 20% of any staff requests the same unpaid leave day, the leave shall be granted on a first-come-first-serve basis.
- e) If any request conflicts with a necessary work schedule, the Superintendent or his designee shall have the right to deny the request and the Employee shall have the right to request another day.

J. VACATIONS (Applies to twelve (12) month Employees only)

All twelve (12) month Employees shall be entitled to the following vacations with pay at their regular rate upon completing the following periods of employment:

1. For those with less than one (1) year of service, the proration will be as follows:

- a) Hired during July, August, September and October – four (4) days.
- b) Hired during November and December – three (3) days.
- c) Hired during January and February – two (2) days.
- d) Hired during March – one (1) day.
- e) Hired during April, May and June – 0 days.

2. For all twelve (12) month Employees after their first year of service, the schedule will be as follows:

- a) One (1) year – One (1) week
- b) Two (2) years – Two (2) weeks
- c) Six (6) years – Three (3) weeks
- d) *Ten (10) years – Eighteen (18) days
- e) Twelve (12) years – Four (4) weeks

*Shall only apply to custodians and maintenance/utility Employees.

In the event twelve (12) month secretarial Employees receive more than three (3) days' vacation during the Christmas recess, only the custodians and maintenance/utility Employees with ten (10) or more years of service shall receive the same additional vacation days for that year.

Vacations shall be taken during the summer time that school is not in session, except by special permission. They shall be scheduled according to seniority and they shall be scheduled so as not to interfere unduly with the work schedule. All Employees shall be permitted to carry twelve (12) vacation days over to the next year.

Any Employee hired from July 1 to February 28 shall, on the next July 1, be entitled to the prorated days listed in Section J (1). The following July 1, the Employee is credited with two (2) years of service and is entitled to two (2) weeks of vacation in accordance with Section J (2).

Any Employee hired from March 1 to June 30 shall, on the next July 1, be entitled to the prorated days listed in Section J (1). The following July 1, the Employee is credited with one (1) year of service and is entitled to one (1) week vacation in accordance with Section J (2).

K. LEGAL LEAVE

Employees shall have leave with pay for time necessary for appearances in any legal proceedings connected with the Employee's employment or with the school system or in any other legal proceeding if the Employee is required to attend.

L. SHUTDOWN

When an emergency is declared by the state government, the county government, or the local municipal government to the extent that pupils are not permitted to attend classes, nor Employees report to work, Employees shall not lose pay during the time of the declared crisis.

When the opening of a school day is delayed by order of the Superintendent because of weather conditions, Employees shall report to work as close as possible to the normal starting time. The Superintendent may establish a reporting time later than the normal starting time for specific classes of Employees given the circumstances of the weather. Those Employees shall report to work as close as possible to that declared starting time as road conditions permit.

ARTICLE XIX

STRIKES OR LOCKOUTS

The Employer shall not conduct or cause to be conducted a lockout during the term of this Agreement. During the term of this Agreement, there shall be no strike as that word is defined in Act 195 by the Employees covered by this Agreement.

ARTICLE XX

MEET AND DISCUSS

The President and/or grievance chairperson of the Union may request meetings with a Committee of School Administrators no more frequently than one (1) time per month to meet and discuss such matters as are required to be subject to "Meet and Discuss" by Act 195; provided that request for such meeting is made at least five (5) days in advance of the meeting and provided that an agenda for the matters to be discussed at said meeting shall be furnished at the time the request is made. Unless agreed to by the parties, grievances shall not be discussed at such meetings. Such meetings shall be held at times mutually agreeable to the two (2) committees but not during regular hours of employment unless agreed to by the School District. Participants of a meeting may mutually agree to hold continued meetings on matters on the agenda of the meeting.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1 - Definition - A "grievance" is a difference or dispute between the Employer and the Association relating to the provisions of this Agreement.

Section 2 - Level One - If the matter is not adjusted in an informal conference, then within ten (10) work days the complaint shall be reduced to writing on a form agreed upon by the parties and submitted to the immediate supervisor. The immediate supervisor shall record his answer on the form and return it to the Employee within five (5) work days.

Section 3 - Level Two Superintendent - If the aggrieved person(s) is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance with the Superintendent. The Superintendent, or his designee, shall hold a conference within ten (10) work days. The Superintendent shall file a written decision within ten (10) work days after the close of the conference.

Section 4 - Level Three - If the grievance is not satisfactorily resolved in Level Two upon the written request of the Employee made within ten (10) work days after the date of the written answer of the Chief School Administrator, the Chief School Administrator will fix a time and place for a hearing before a Committee of the School Board within ten (10) work days after receipt of the written request, at which hearing the Employee and the Chief School Administrator or his representative shall be present. At said hearing, the Employee may be represented by the Association and by Legal counsel. The School Board also may be represented by legal counsel. The Chairman of the Committee will preside at the meeting. The Chairman of the Committee shall give a written decision within ten (10) work days after the conclusion of the hearing.

Section 5 - Level Four - Arbitration - If the Association is not satisfied with the disposition of his/her grievance at Level Three, only the Association may within twenty (20) work days after receipt of the written decision by the School Board, request in writing binding arbitration under Act 195. The Association shall have fifteen (15) work days after receipt of a request by the aggrieved in which to notify the Board whether it is willing to proceed to arbitration on behalf of the Employee.

Section 6 - Rights of Employees to Representation - Employees and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When the Employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

Section 7 - Miscellaneous

a) All grievances filed must be approved by the executive committee of the Association and must contain a statement certifying this fact.

b) Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in the Article.

c) The School District shall have the right to file and process grievances. Such grievances shall be initiated at the third step by submission to the Business Agent of the Union. If such submission is made, the School Board and Union shall proceed as stated above, with their positions reversed.

ARTICLE XXII SAVINGS CLAUSE

The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under or in contravention of any operable federal or state law shall be null and void, but, in such event, the remaining clauses shall remain in full force and effect for the term of this Agreement and any renewal thereof. The parties agree in good faith to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if, during the term of the Agreement or any renewal thereof, any such null and void clause becomes legal or permissible by legislative enactment, a subsequent decision of the Court, or otherwise such null and void clause shall automatically again become part of this Agreement.

ARTICLE XXIII WAIVER

The parties hereto agree that during the term of this Agreement, no additional negotiations on this Agreement shall be conducted on any item, which is within the scope of bargaining under the Public Employee Relation Act, Act 195, whether specifically referred to herein or not.

ARTICLE XXIV ASSOCIATION BUSINESS

No association business shall be carried on during working hours unless mutually agreed upon by the parties hereto.

ARTICLE XXV SUBCONTRACTING

Employer agrees that it will not subcontract any services which are presently being performed by the MESPA bargaining unit for the term of the new agreement.

ARTICLE XXVI TIMELINES

The timelines set forth in the Collective Bargaining Agreement which refer to days shall be designated as "work days."

ARTICLE XXVII NEEDS IMPROVEMENT/UNSATISFACTORY RATING

Any Employee who receives a year-end "needs improvement" or "unsatisfactory" rating shall not receive a salary increase for the subsequent year.

1. Evaluation of Employees covered by this Collective Bargaining Agreement shall be performed in accordance with Policy 313.

2. A "needs improvement" or "unsatisfactory" rating shall follow the following procedure:
- a) "Needs improvement/unsatisfactory" rating: meeting with Employee, Union, Supervisor, and Superintendent of Schools;
 - b) "Needs improvement/unsatisfactory" rating: plan developed;
 - c) After a sixty (60) day period, the original "needs improvement" or "unsatisfactory" rating shall be re-examined and either becomes "satisfactory" or "does not reach satisfactory". In the event that after a sixty (60) day period the evaluation does not become satisfactory, the "needs improvement/unsatisfactory" rated Employee shall have his/her salary frozen until such time as his/her rating becomes "satisfactory".
 - d) If at the end of the original sixty (60) day period the Employee "does not reach satisfactory," the Employee shall enter a thirty (30) day "needs improvement" plan with the Employee's direct Supervisor and Superintendent of Schools. If at the conclusion of the thirty (30) day period, the official rating becomes "satisfactory", the Employee shall receive a salary increase. If at the conclusion of the thirty (30) day period the Employee does not improve his/her rating, the Employee shall be terminated.
 - e) Any evaluation can be appealed to the Superintendent for review and reconsideration.

ARTICLE XXVIII
CALL-IN PROCEDURES FOR SUBSTITUTE CAFETERIA WORKERS

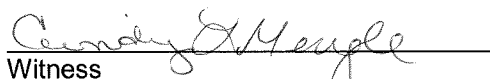
The Employer will maintain a list of all current cafeteria workers in order of seniority for purposes of calling in substitutes when an Employee phones in to report an absence. The list will be maintained by the Administration and will be called in order of seniority for purposes of filling the daily vacancy for sickness or other reasons. Once the person has been called and either does not answer or refuses the assignment, the substitute caller will move to the next person on the list. Once a substitute is found for that day, the next time a substitute is needed, the Administration will move to the next person on the list. If no one will accept the assignment, the Employer may hire a substitute from outside the School District or may choose not to fill the vacancy for that day.

ARTICLE XXIX
TERM OF AGREEMENT

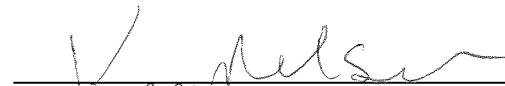
IN WITNESS THEREOF, the parties have caused this Agreement to be effective as of the 1st day of July, 2023, and shall continue in full force and effect up to and including the 30th day of June, 2028.

BOARD OF SCHOOL DIRECTORS OF
THE MUHLENBERG SCHOOL DISTRICT


For the Board


Witness

MUHLENBERG EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION


For the Association



Witness

Exhibit "A"

Muhlenberg ESP Wages 2023-2028

Clerical/Custodial Rates

Position	2023-24	2024-25	2025-26	2026-27	2027-28
Class A Secretary	\$51,755	\$53,217	\$55,167	\$57,117	\$59,067
Class A Secretary, Central Administration	\$51,755	\$53,217	\$55,167	\$57,117	\$59,067
Custodians	\$50,655	\$52,215	\$54,295	\$56,375	\$58,455
Maintenance/Utility	\$54,689	\$56,249	\$58,329	\$60,409	\$62,489
IT Tech Support	\$57,852	\$59,314	\$61,264	\$63,214	\$65,164

Cafeteria Worker/Health Care Technician/Paraprofessional Rates

Position	2023-24	2024-25	2025-26	2026-27	2027-28
Cafeteria Worker	\$19.79	\$20.29	\$21.04	\$21.79	\$22.54
Health Services Technician	\$26.15	\$26.90	\$27.90	\$28.90	\$29.90
Full-Time Paraprofessional	\$19.71	\$20.46	\$21.46	\$22.46	\$23.46
Clerical Assistant	\$19.17	\$19.67	\$20.42	\$21.17	\$21.92
Cafe Assistant	\$16.71	\$17.21	\$17.96	\$18.71	\$19.46