

**AGREEMENT**

**School Years**

2011-2012

2012-2013

2013-2014

2014-2015

between

**CENTRAL COLUMBIA SCHOOL DISTRICT  
BOARD OF DIRECTORS**

and the

**CENTRAL COLUMBIA EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION ESPA/PSEA/NEA**

July 1, 2011 to June 30, 2015

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**ARTICLE I**  
**RECOGNITION**

**Section 1.01** The Central Columbia School District Board of School Directors hereby recognizes the Central Columbia Educational Support Personnel Association ESPA/PSEA/NEA as the exclusive representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board.

**ARTICLE II**  
**TERMS OF AGREEMENT AND SUCCESSOR AGREEMENT**

**Section 2.01** All provisions of this agreement shall go into effect on July 1, 2011, and shall remain in effect through June 30, 2015, except where otherwise provided.

**Section 2.02** The parties agree to enter into collective bargaining over a Successor Agreement as set forth by Act 195. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

**Section 2.03** This agreement shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

**ARTICLE III**  
**NO STRIKE – NO LOCK-OUT PROVISION**

**Section 3.01** Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that the members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and that the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 4.01      Definitions:**

- (a) Grievance shall mean a claim by any employee that there has been a misinterpretation, violation or inequitable application of the terms of this agreement, (or an inequitable application of established school board policy).
- (b) Days - The term days when used in this article shall, except where otherwise indicated, mean working days. Thus Saturdays, Sundays and vacation days are excluded.
- (c) No grievance shall be considered where the alleged grievance occurred more than twenty (20) working days before the presentation of the grievance.
- (d) All written grievances shall:
  - (1) Be signed by the aggrieved;
  - (2) Set forth the date the grievance occurred;
  - (3) Designate the provision or provisions allegedly violated;
  - (4) State remedy or relief sought.

**Section 4.02      Level I**

Any employee with a grievance may have it adjusted in an informal conference with his/her immediate supervisor. If the grievance is not adjusted in an informal conference, then, within fifteen (15) working days the grievance 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/her answer on the form and return it to the employee within five (5) days after presentation of the grievance, in writing.

### **Section 4.03      Level II**

If the grievance is not satisfactorily resolved in Level I, the grievant may, within five (5) days after receipt of the written of the immediate supervisor, present the written grievance and answer to the superintendent. The superintendent, or his designee, will fix a time and place for a hearing (to take place at a mutually agreeable time within fifteen (15) days after receipt of the written grievance) at which time the grievant, an association representative, and the immediate supervisor may be present. The superintendent or his designee will give a written decision within five (5) days after the conclusion of this hearing.

### **Section 4.04      Level III      -      Board of School Directors**

If the grievance is not satisfactorily resolved in Step II, the grievant may, within five (5) days after the written answer of the superintendent, or his designee, present the written grievance and the written answer to the secretary or other designee of the Board. Following receipt of the grievance, the Board may direct a hearing to be held before a committee of the Board prior to the next board meeting or that the matter be considered at the time of the next regular board meeting in executive session. The Board, or its designee, shall reply in writing to the grievant within ten (10) days after the board meeting.

### **Section 4.05      Procedure Rules**

- (a) Time limits may be extended by mutual agreement.
- (b) Any employee, upon request, shall be entitled to have a representative of the Association present at each step of the grievance procedure.
- (c) Failure of a grievant to proceed to the next level of the grievance procedure within the time limits, unless mutually waived, shall constitute a waiver of any further appeal. Failure of the school district at any level to give a written response within the time limits shall automatically move the grievance to the next level.
- (d) Any decision at Level I shall be applicable to that grievance only.



**Section 4.06      Level IV      -      Arbitration:**

If the grievance is not satisfactorily resolved at Level III, the Association shall, upon request of the grievant, submit the grievance to binding arbitration within twenty (20) days of receipt of the written Board decision by the grievant in accordance with the provisions of Section 9.03 of Act 195.

- (a) The arbitrator shall consider each case on its merits and the collective bargaining agreement shall constitute the only basis upon which the decision shall be rendered.
- (b) The arbitrator shall neither add to, subtract from or modify the provisions of this agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.
- (c) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available, without charge, to the arbitrator.
- (d) Unless there is written mutual agreement between the parties that more than one (1) grievance may be heard by the arbitrator, an arbitrator will be restricted to ruling on only one (1) grievance.
- (e) Members of the bargaining unit attending the arbitration shall not be paid for the time lost during regular working hours attending an arbitration.

**Section 4.07      Rights of Employees to Presentation**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by representatives selected 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 4.08      Miscellaneous**

### **(a)    Group Grievances**

If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the superintendent directly, and the processing of such grievance shall be commenced at Level II. The Association may proceed such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### **(b)    Separate Grievance File**

All documents, communication or records dealing with the processing of a grievance, shall be filed in separate file and shall not be kept in the personal file of any of the participants.

### **(c)    Meetings and Hearings**

All meetings and hearing under the procedure shall be conducted in private and shall include only the parties and their designated or selected representatives heretofore referred to in this Article.

### **(d)    Reprisals**

No reprisal of any kind shall be taken by the Board and the Association, or any of their agents, against any participant in the grievance procedure by reason of such participation.

## **ARTICLE V** **RIGHTS OF EMPLOYEES**

### **Section 5.01      Just Cause Provision**

No employee shall be discharged, suspended or reprimanded in writing without just cause. All pertinent information constituting the basis for the above action will be made available to the Association.

## **Section 5.02 Required Meetings or Hearings**

- (a) Whenever any employee is required to appear before the superintendent, Board or other committee or member thereof – concerning any matter which might adversely affect the continuation of that employee in his/her office, position or employment or the salary or increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview. Written notice of a hearing must be given, in writing, seven (7) days before such hearing.
- (b) An informal conference may be held between any employee and his/her immediate supervisor to clarify a condition related to duties or employment. The purpose of this conference will be to avoid the need for a meeting or hearing that might adversely affect the continuation of that employee in his/her office, position or employment or the salary or increments pertaining thereto. At this conference no representation by the Association will be necessary.

## **Section 5.03 Maintenance of Standards**

Upon the acceptance of this contract, all provisions of previous contracts are null and void and provisions of this contract will be in effect during the term of this agreement.

## **Section 5.04 Notice of Supervision**

Each employee shall be notified as to their supervisor who is responsible for directing the work force.

## **Section 5.05 Employee Evaluation**

The Evaluation Form for Bargaining Support Personnel will be supported by documentation from the appropriate Task Observation Form. The Task Observation Form will be used as follows:

- (a) The form will be presented in a meeting to all members of the bargaining unit prior to its implementation. Members will receive a packet including the form and instructions for its use.
- (b) Task Observation Forms will be completed after observing the employee's work by the Supervisor of Building and Grounds or other district administrators for each employee up to six times per year. (continued on next page)

**Section 5.05 cont.**

- (c) The employee will receive a copy of the form within three (3) work days.
- (d) Any item rated less than Satisfactory will be accompanied by a written explanation in the Comments section and specific directions for improvement.
- (e) The above will be provided by the administrator completing the Task Observation Form in a meeting with the employee and a CCESP representative to be held within three (3) working days of the observation.
- (f) The employee may provide a written rebuttal to any Task Observation Form within one (1) week of receiving it.

**Section 5.06 Video Security**

The parties agree that the purpose of district video security equipment is to provide information relative to potential criminal acts and shall not be used to monitor the routine activities of the work force.

**ARTICLE VI**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

**Section 6.01 Information**

The Board agrees to furnish the Association, in response to reasonable request, all information of public nature. The Association agrees to pay to a reasonable charge, which would be charged to all other requesting such information, for personnel time and material.

**Section 6.02 Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings after filing the approved form for use of buildings and having approval of the Board or its designee.

**Section 6.03 Mail Facilities and Mail Boxes**

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

**Section 6.04 Office Equipment**

The Association shall have permission to use office equipment providing an experienced operator is available. If the Association cannot provide an experienced operator, the school district secretarial personnel will operate the equipment with a minimal charge to the Association for personnel time and materials.

**ARTICLE VII**  
**WAGES AND SALARIES REFERENCE**

**Section 7.01** The Board and the Association agree that wages, salaries and benefits to be affected by this agreement are accurately reflected in Appendix A, B, and C, made a part of this agreement and that the schedule of wages, salaries and benefits set forth in Appendix A, B and C shall be the schedules which shall remain in force for the period of this agreement.

**Section 7.02** Should any employee receive an overall unsatisfactory rating for the year, using the approved rating form, no increase in salary would be granted for the year. Evaluation procedures will be distributed to all employees with the contract.

**ARTICLE VIII**  
**WAIVERS**

**Section 8.01** The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no additional negotiations in the agreement will be conducted on any item, whether contained herein or not, during the life of this agreement. Nothing, however, shall be construed to prevent bargaining to any negotiable matter to be included in the agreement for the term following the expiration of this agreement.

**ARTICLE IX**  
**PRINTING OF AGREEMENT**

**Section 9.01** As soon as reasonably possible after mutual ratification of this agreement, the Board shall print and forward the Association sufficient copies for each employee. Additional copies will be retained at the district office to be provided to each new employee covered by the terms of this Agreement.

**ARTICLE X**  
**MAINTENANCE OF MEMBERSHIP**

**Section 10.01** The board agrees that all members shall be subject to the Maintenance of Membership Provision as defined in Act 195.

**Section 10.02** Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by the Public Employee Fair Share Fee Law, 43 PS 1102.1, et. seq. (Act 84 of 1988). The District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association.

**ARTICLE XI**  
**PROBATIONARY PERIOD**

**Section 11.01 Probationary Period**

All new employees shall be considered probationary employees for a period of ninety (90) days worked and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees and seniority shall commence on the first day worked.

The terms and provision of this agreement are not applicable to probationary employees, and it is understood that the employer is the sole judge of the qualifications of such probationary employees for retention by the employer.

**ARTICLE XII**  
**DATE AND SIGNATURE OF PARTIES HERETO**


This agreement is made and entered into this 19<sup>th</sup> day of November, **2012**, by and between the **Central Columbia School District Board of School Directors** and the **Central Columbia Educational Support Personnel Association ESPA/PSEA/NEA**. This agreement will be signed by the president and secretary of the parties hereto.

**CENTRAL COLUMBIA SCHOOL DISTRICT**

  
\_\_\_\_\_  
**President**

  
\_\_\_\_\_  
**Secretary**

**CENTRAL COLUMBIA EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, ESPA/PSEA/NEA**

  
\_\_\_\_\_  
**President**

  
\_\_\_\_\_  
**Secretary**

## APPENDIX "A"

### I. SALARY AND FRINGE BENEFITS – CUSTODIANS / MATRONS / MAINTENANCE AND VAN DRIVER/OPERATIONS PERSONNEL

A. Minimum hourly wages for custodians/matrons/maintenance and van drivers/operations personnel shall be as follows:

1. Custodians/matrons –

Starting rate: \$9.60/hour in 2011-12; \$9.75/hour in 2012-13, \$9.90/hour in 2013-14 and \$10.05/hour in 2014-15

2. Van Driver/Operations Personnel –

Starting rate: \$10.60/hour in 2011-12; \$10.75/hour in 2012-13, \$10.90/hour in 2013-14 and \$11.05/hour in 2014-15

3. Maintenance –

Starting rate: \$11.60/hour in 2011-12; \$11.75/hour in 2012-13, \$11.90/hour in 2013-14 and \$12.05/hour in 2014-15.

The school district reserves the right to establish certain certified specialty positions such as Refrigeration Technician and/or HVAC Specialist and/or Pool/Sewage Treatment Plant Operator. Upon creation of any such bargaining unit position(s), the district will negotiate the starting rate(s) with the Association. Upon an approved transfer between positions, an employee may request a meet and discuss session with the superintendent to discuss hourly wages.

B. Employees with at least six (6) months service prior to July 1<sup>st</sup> of any contract year will receive increases as follows:

in 2011-12: \$ .00/hour; in 2012-13 \$ .55/hour, in 2013-14 \$.45 and in 2015-16: \$ .40/hour

District employees will be paid based on a two-week timesheet signed by the employee and supervisor, or supervisor's designee. Regular payroll dates will include the pay from the two preceding weeks ending on the Friday before the payroll date. All overtime, leave types, and/or rate adjustments will be recorded on the timesheet.

C. Shift Premium

All full-time employees regularly assigned to the second shift (3:00 p.m. – 11:00 p.m.) will receive a shift differential of twenty-five cents (\$.25) per hour.

Any employee regularly assigned to the first shift and working on the second shift on an overtime basis shall not be entitled to the shift premium. (continued on next page)



## Shift Premium Cont.

Shift differentials will be paid for a maximum of 1,600 hours (approximately September through May) and spread through the entire contract year. During the remaining months of the contract year, it is assumed that all full-time second and third shift employees are assigned to first shift. Employees assigned by the employer to work second shift in June, July, or August will receive the shift differential specified above for all such hours worked.

An acting supervisor of buildings and grounds will be named to make decisions in the absence of the supervisor of buildings and grounds. The person named to this position will receive a fifty-cent (\$.50) per hour differential for the entire year.

D. Scheduled times of regular shifts shall be:

1. First Shift - 7:00 a.m. - 3:00 p.m.
2. Second Shift - 3:00 p.m. - 11:00 p.m.
3. Third Shift - 11:00 p.m. - 7:00 a.m. Current employees assigned to third shift may remain on the third shift for the duration of this agreement. No other employees will be assigned to third shift without the approval and recommendation of the administration.

For custodians assigned to the Elementary School, first shift shall begin at 7:30 AM and end at 3:30 PM with second shift beginning at 3:30 PM and ending at 11:30 PM.

Shift start and end times may be shifted up to +/- two hours with mutual written consent of the employee and supervisor.

The school district may determine staffing levels in shifts.

Each shift shall be comprised of eight (8) hours including one-half hour for lunch and one (1) ten minute break. Management reserves the right to establish hours other than the regular hours for selected special assignments. Special assignments will be voluntary for present members, acceptance will not be mandatory. Four (4) hours shall constitute one-half day for the purposes of utilizing one-half sick, personal/emergency or other leave days.

E. A work week shall consist of a maximum of forty (40) hours at straight pay, plus any required overtime at time and one-half pay.

All custodians on staff will be scheduled to a Monday through Friday work week. A seven (7) day work schedule will be in effect. Any staff can volunteer for weekend work.

- F. Any work in excess of forty (40) hours/week shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All approved payments for overtime shall be made in the first payroll calculated subsequent to the receipt and approval of such overtime vouchers by the business administrator. The employer will not alter the normal week for the purpose of circumventing overtime. With prior approval of the supervisor, an employee may accumulate up to three days of compensatory time in lieu of overtime pay.
- G. Cabs shall be provided for tractors used for snow removal.
- H. Employees may be asked to work school activities during regular duty hours provided they are not expected to complete all of their regular assigned duties.
- I. Paid holidays shall be: \*

Thanksgiving .....	2 days
First Day of Big Game Season .....	1 day
Christmas .....	2 days
New Years Day .....	1 day
President's Day .....	1 day
Good Friday .....	1 day
Easter Monday** .....	1 day
Memorial Day .....	1 day
Independence Day .....	1 day
Labor Day .....	1 day

\* Payment for holidays will only be made when the employee works the last workday before and the first workday after a paid holiday except when a medical excuse shows illness or the employee is on approved vacation.

\*\* If school is in session on Easter Monday, the day will not be considered a holiday. All employees will report for work and be paid at straight time pay. Employees will be entitled to an alternate day off to be scheduled by the school district.

- J. Employees required to work on the paid holidays will receive one and one-half (1-1/2) times their normal rate per hour in addition to their regular pay.

- K. Full-time regular employees shall be eligible to earn paid vacation days. Vacations will be earned for full years of full-time service as follows:
1. After completing one (1) year of full-time service =  
One week (5 working days)
  2. After completing two (2) years through five (5) years of full-time service =  
Two weeks (10 working days)
  3. After completing six (6) years through fifteen (15) years of full-time service =  
Three weeks (15 working days)
  4. After completing sixteen (16) years or more of full-time service =  
Four weeks (20 working days)

The use of vacation time must be requested by the employee and approved at least two (2) weeks in advance by the employee's immediate supervisor, business administrator, or superintendent. Vacation time may be used immediately before or after a scheduled holiday when approved by the supervisor. Scheduled and approved vacation time will be based on management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation simultaneously, the employee with the greatest seniority, as defined in this agreement, shall be given the choice of vacation in the event of any conflict in selection. The supervisor may approve vacation with less than two (2) weeks notice.

Upon termination of employment, any earned vacation days that are not exhausted will be paid to the employee. All vacation time must be exhausted within twelve (12) months following the time it was earned and awarded. Vacation days may not be accumulated. Any vacation days that are earned but not awarded are credited to the employee upon termination of employment commensurate with the rate of earning during the year of termination.

- L. Salary will be paid in bi-weekly installments.
- M. No employee shall be required to handle, or in any way care for, disposal units in which liquid and food wastes are disposed unless plastic liners are provided. This includes all units in all district cafeterias and kitchens, also lavatory disposals and laboratory trash cans.
- N. Two custodians are required when any district gymnasium must be set up or taken down.
- O. When regular employees are absent, the employer will make every effort to hire substitutes or will offer overtime to other employees to ensure that necessary work is done.

- P. Each employee will be paid the sum, set forth below, as a longevity bonus. Payment will be made the first pay after the employee's anniversary date after the employee has completed the specified number of years of service. The anniversary date must fall before the first school day for the employee to be paid for the bonus in that school year. This is a one time bonus as employees reach each plateau, is not added to the employee's base rate and will not pyramid. (Example: any employee who receives a ten [10] year bonus would be eligible again at 15 years to receive the next longevity bonus).

5 years of service	\$200
10 years of service	\$250
15 years of service	\$300
20 years of service	\$350
25 years of service	\$400
30 years of service	\$450

- Q. Employee Assistance Program

The Board has selected an Employee Assistance Program to provide professional counseling and information services to help you, and eligible family members or significant others that reside in the same household, constructively resolve a variety of personal difficulties and setbacks that may affect the quality of life and job performance. The program offers immediate confidential access to professional counselors who are trained to help identify the specific nature of disability and develop a plan to help constructively resolve any significant personal issues. These issues include: Marital Problems, Emotional Personal Stress, Alcohol and Drug Abuse, Financial Problems, Family, Child or Teen Problems or Family Violence.

The EAP can be accessed 24 hours a day, seven days a week. Trained counselors help callers develop action plans for dealing with problems. Should face-to-face counseling visits be necessary, the telephone counselor can arrange up to three confidential sessions (for each presenting problem per household member, per year) with area clinicians. (continued on next page)

Use of the program is confidential. No names, personal records or information will be given to anyone without your written permission, except in the cases of child abuse, a significant threat to the safety and well-being of self or others, or other applicable state and federal laws.

There is no cost for utilizing the benefit. The program has been prepaid by the district as a benefit to you and eligible members of your family. Note: Referrals to other professional providers or to the same provider upon completion of the employee assistance program are not covered. Be sure you understand the fees involved and coverage provided by your health insurance program.

- R. No support personnel covered by this agreement is eligible for merit pay increases.
- S. Employees during the 2011-12 school year will receive \$500 merit pay within one month of ratification of this agreement.

**II.** A. Accumulative Sick Days

At the beginning of each contract year, a full-time employee shall be credited with twelve (12) days sick leave allowance. Part-time custodians, matrons and van drivers shall be credited with three (3) days sick leave allowance. The unused portion of such allowance shall accumulate from year to year. Accumulated sick leave may be used without limitation in any given year or years. An employee will be credited with all sick leave accumulated and not used prior to this contract agreement.

B. Leave of Absence

Any employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may request a leave of absence without pay for the duration of such illness or disability for up to a period of one (1) year with the option of applying for an additional year which will not be arbitrarily denied. Seniority shall accrue during the leave of absence or disability for full time employees. Any employee requesting sick leave after exhausting all accumulated paid leave will be subject to disciplinary action unless illness is verified by the physician up to and including dismissal.

The method of disciplinary action shall be: First Offense: one (1) verbal communication; Second Offense: two (2) written communications; Third Offense: one (1) three-day suspension without pay; Fourth Offense: dismissal.

C. Notification of Accumulation of Sick Leave

Employees shall be given, in writing, an accounting of accumulated sick leave days no later than July 30<sup>th</sup> of each year.

D. Retirement from Service

Upon separation from service for retirement after five (5) continuous years of full-time service, full-time employees shall be paid sixty dollars (\$60) per year for each year of continuous service in the Central Columbia School District. To be eligible for this benefit and the health care benefit under IV.I., the employee must give at least four months notice prior to the retirement date.

E. Resignation

Any employee desiring to terminate their employment shall give their supervisor, principal, business administrator, or the Superintendent at least two (2) weeks prior written notice according to Board policy #4400.

**III. OTHER ABSENCES**

- A. Each regular employee shall be granted one (1) emergency day during each year of this contract.

Definition of Emergency:

Emergency days will include, but not be limited to:

1. A serious accident to member of your household.
2. Appearing in court or signing of legal papers.
3. Taking a member of your household to the hospital, doctor's office, etc., for appointments that cannot be scheduled at times other than when school is in session.
4. Serious illness of a member of your immediate family.
5. Attending your own graduation.
6. Other reasons approved by your immediate supervisor, superintendent and board of directors.

An employee shall be granted two (2) days of personal leave per year. This leave will not be cumulative and will require at least twenty-four (24) hours notice. The days may not be used during the day preceding a scheduled vacation, or the day after a scheduled vacation unless approved by the superintendent. Employees electing not to take their personal days will have such days added to their unused sick days.

- B. Whenever any employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.
- C. Whenever any employee shall be absent from duty because of a death of a near relative, there shall be no deduction in salary of said employee for an absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Aunt, uncle, niece, nephew must be a blood relative and not by marriage.

- D. When absence is required because of jury duty, the employee will have the option of receiving their full salary for this period or all compensation received from the court. If the employee requests their salary for jury duty, all compensation and reimbursements received from the court for this duty must be turned over to the school district.

#### **IV. INSURANCE**

- A. Life Insurance

The Board agrees to purchase term life insurance, including accidental death and dismemberment, for each employee in the amount of \$40,000 during the life of this contract.

The provisions of this insurance will become effective on July 1<sup>st</sup> of each subsequent contract year.

- B. Hospital and Medical Insurance

The employer agrees to provide the option of full family coverage for three hundred sixty-five (365) days comparable to the plan in effect at the time of this agreement to each full-time employee.

Employees participating in the District medical insurance plan shall contribute a co-premium payment. The co-premium payment will be made in equal bi-weekly payments (through payroll deduction) in an amount determined by taking 5½% in 2011-2012, 6% in 2012-2013, 6½% in 2013-2014 and 7% in 2014 -2015 of the cost of the insurance in effect on July 1 of the fiscal year and dividing by the number of pays during the year. The provision of the medical program described above will become effective on the renewal date of each contract year. For those employees selecting the Twin PPO option, the same "buy-up" provisions as in the professional teachers' contract will be applied.

- C. Vision Insurance

The employer agrees to provide full family visual coverage comparable to the plan in effect at the time of this agreement to each full-time employee. Beginning on November 19, 2012, vision insurance will not be provided to newly hired employees. They may purchase vision insurance at the group rate.

- D. Dental Insurance

The employer agrees to provide full family coverage for a basic and supplemental dental plan comparable to the plan in effect at the time of this agreement to each full-time employee.

- E. No disputes with the insurance carrier over claims for any insurance benefits shall be subject to the grievance procedure. The Board's liability is limited to payment of premiums.
- F. Board-provided insurance coverage shall terminate at the end of the policy month in which the employ's active employment with the employer ends.
- G. Those employees selecting not to utilize district paid medical insurance will receive \$1400 cash per year in two (2) equal payments -- \$700 the pay before Christmas and \$700 the final pay in June.
- H. Any employee may continue coverage while on an approved unpaid leave of absence by paying the premiums.
- I. The employer agrees to provide medical insurance for all retiring non-bargaining employees based on the unused sick leave days accumulated at the time of retirement. At retirement the benefit will be calculated at the rate established in the professional teacher's contract per unused sick leave day. The total sum calculated, shall then be utilized by the retiree to purchase medical, dental, or vision insurance. The retiree may choose either single, two-person, or family coverage. If a retired employee uses all such accumulated leave before reaching eligibility for insurance coverage provided by another employer or government program, he/she will be eligible to continue such insurance coverage by making payments as provided for in Board Policy #1040, Other Employee Benefits. This benefit will be discontinued should the retiree die before utilizing monies.

## **V. SENIORITY**

Except as otherwise specified, seniority is defined as total continuous time of service in the district. Should a layoff or furlough become necessary, the employee with the most seniority shall be retained. In event of any vacancy, current employees shall have preference on the basis of seniority providing they have the necessary qualifications. Part-time employees shall accrue one (1) month seniority for each 160 hours worked.

## **VI. PAYROLL DEDUCTION**

The Board agrees to deduct fees from the salaries of Association members as authorized by said members. Deductions shall be made and collected monies transmitted monthly to the Treasurer of Central Columbia Educational Support Personnel Association ESPA/PSEA/NEA.



## **VII. PARITY WITH OTHER EMPLOYEES**

In the event the Board improves or changes the existing health, vision, and/or insurance coverage the same will automatically be provided to all employees covered under the terms of this agreement and will take effect on the same effective date as for the professional employees.

## **APPENDIX "B"**

### **I. SALARY AND FRINGE BENEFITS – CAFETERIA STAFF**

- A. Minimum hourly wages for full-time cafeteria staff shall be as follows:
1. Head Cooks -  
Starting rate: \$11.60/hour in 2011-12; \$11.75/hour in 2012-13, \$11.90 in 2013-14 and \$12.05/hour in 2014-15
  2. Assistant Cooks –  
Starting rate: \$9.10/hour in 2011-12; \$9.25/hour in 2012-13, \$9.40 in 2013-14 and \$9.55/hour in 2014-15

- B. Employees with at least six (6) months service prior to July 1<sup>st</sup> of any contract year will receive increases as follows:

in 2011-12: \$ .00/hour; in 2012-13 \$ .55/hour, in 2013-14 \$.45 and in 2015-16: \$ .40/hour

District employees will be paid based on a two-week timesheet signed by the employee and supervisor, or supervisor's designee. Regular payroll dates will include the pay from the two preceding weeks ending on the Friday before the payroll date. All overtime and/or rate adjustments will be recorded on the timesheet.

- C. Wages shall be paid in bi-weekly installments between September and June, in twenty (20) pays, conforming to the schedule set forth for 12-month employees.
- D. Full-time employees shall be entitled to one (1) ten minute break during the day.
- E. All full-time employees shall receive the following paid holidays\*:

Thanksgiving .....	2 days
Christmas .....	2 days
New Years Day .....	1 day
President's Day .....	1 day
Good Friday .....	1 day
Easter Monday** .....	1 day
Memorial Day .....	1 day
Labor Day .....	1 day

\* Payment for holidays will only be made when the employee works the last workday before and the first workday after a paid holiday except when a medical excuse shows illness. (continued on next page)

## **Paid Holidays cont.**

\*\* If school is in session on Easter Monday, the day will not be considered a holiday. All employees will report for work and be paid at straight time pay. Employees will be entitled to an alternate day off to be scheduled by the school district.

Any employees hired as full-time or that achieve full-time status after July 20, 1993, will receive no paid holidays.

- F. Employees shall have dependable part-time help. Substitutes shall be hired whenever possible when regular employees are absent. Employees are expected to do no more heavy lifting than their physical capacity allows. Custodians shall be called when heavy containers are to be moved, loaded, or unloaded.
- G. Each employee will be paid the sum, set forth below, as a longevity bonus. Payment will be made the first pay after the employee's anniversary date after the employee has completed the specified number of years of service. The anniversary date must fall before the first school day for the employee to be paid for the bonus in that school year. This is a one time bonus as employees reach each plateau, is not added to the employee's base rate and will not pyramid. (Example: any employee who receives a ten [10] year bonus would be eligible again at 15 years to receive the next longevity bonus).

5 years of service	\$200
10 years of service	\$250
15 years of service	\$300
20 years of service	\$350
25 years of service	\$400
30 years of service	\$450

H. Employee Assistance Program

The Board has selected an Employee Assistance Program to provide professional counseling and information services to help you, and eligible family members or significant others that reside in the same household, constructively resolve a variety of personal difficulties and setbacks that may affect the quality of life and job performance. The program offers confidential access to professional counselors who are trained to help identify the specific nature of disability and develop a plan to help constructively resolve any significant personal issues. These issues include: Marital Problems, Emotional Personal Stress, Alcohol and Drug Abuse, Financial Problems, Family, Child or Teen Problems or Family Violence. (continued on next page)

## **Employee Assistance Program cont.**

The EAP can be accessed 24 hours a day, seven days a week. Trained counselors help callers develop action plans for dealing with problems. Should face-to-face counseling visits be necessary, the telephone counselor can arrange up to three confidential sessions (for each presenting problem per household member, per year) with area clinicians.

Use of the program is confidential. No names, personal records or information will be given to anyone without your written permission, except in the cases of child abuse, a significant threat to the safety and well-being of self or others, or other applicable state and federal laws.

There is no cost for utilizing the benefit. The program has been prepaid by the district as a benefit to you and eligible members of your family. Note: Referrals to other professional providers or to the same provider upon completion of the employee assistance program are not covered. Be sure you understand the fees involved and coverage provided by your health insurance program.

- I. When a full-time assistant cook is required to fill in at a head cook's position, the assistant cook will be compensated for the additional time worked.
- J. When school is cancelled after a two-hour delay has been initially called and the head cook(s) and/or assistant cook(s) have reported to work, the employee(s) will be compensated for all hours worked as approved by the Director of Food Service, the Business Manager, or the Superintendent. The supervisor may adjust the start times up to two hours for an official two-hour delayed opening. All hours missed for two-hour delays will be offered back through subsequent weekday banquets and/or other overtime work during in the same school year.
- K. No support personnel covered by this agreement is eligible for merit pay increases. A meeting to discuss issues between the support staff and management will be held every other month. The purpose of this meeting is to discuss communication between the parties.
- L. Employees during the 2011-12 school year will receive \$500 merit pay within one month of ratification of this agreement.

### **II. A. Accumulative Sick Days**

At the beginning of each contract year, an employee shall be credited with ten (10) days sick leave allowance. The unused portion of such allowance shall accumulate from year to year. Accumulated sick leave may be used without limitation in any given year or years. An employee will be credited with all sick leave accumulated and not used prior to this contract agreement.

B. Leave of Absence

Any employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may request a leave of absence without pay for the duration of such illness or disability for up to a period of one (1) year with the option of applying for an additional year which will not be arbitrarily denied. Seniority shall accrue during the leave of absence or disability for full time employees. Any employee requesting sick leave after exhausting all accumulated paid leave will be subject to disciplinary action unless illness is verified by the physician up to and including dismissal.

The method of disciplinary action shall be: First Offense: one (1) verbal communication; Second Offense: two (2) written communications; Third Offense: one (1) three-day suspension without pay; Fourth Offense: dismissal.

C. Notification of Accumulation of Sick Leave

Employees shall be given, in writing, an accounting of accumulated sick leave days no later than July 30<sup>th</sup> of each year.

D. Retirement from Service

Upon separation from service for retirement after five (5) continuous years of full-time service, full-time employees shall be paid sixty dollars (\$60) per year for each year of continuous service in the Central Columbia School District. To be eligible for this benefit and the health care benefit under IV.I., the employee must give at least four months notice prior to the retirement date.

E. Resignation

Any employee desiring to terminate their employment shall give their supervisor, principal, business administrator, or the Superintendent at least two (2) weeks prior written notice according to Board Policy #4400.

**III. OTHER ABSENCES**

A. Each regular employee shall be granted one (1) emergency day during each year of this contract.

Definition of Emergency:

Emergency days will include, but not be limited to:

1. A serious accident to member of your household.
2. Appearing in court or signing of legal papers.
3. Taking a member of your household to the hospital, doctor's office, etc., for appointments that cannot be scheduled at times other than when school is in session. (continued on next page)

## **EMERGENCY DAYS Cont.**

4. Serious illness of a member of your immediate family.
5. Attending your own graduation.
6. Other reasons approved by your immediate supervisor, superintendent and board of directors.

An employee shall be granted two (2) days of personal leave per year. This leave will not be cumulative and will require at least twenty-four (24) hours notice. The days may not be used during the day preceding a scheduled vacation, or the day after a scheduled vacation unless approved by the superintendent. Employees electing not to take their personal days will have such days added to their unused sick days.

- B. Whenever any employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.
- C. Whenever any employee shall be absent from duty because of a death of a near relative, there shall be no deduction in salary of said employee for an absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Aunt, uncle, niece, nephew must be a blood relative and not by marriage.
- D. When absence is required because of jury duty, the employee will have the option of receiving their full salary for this period or all compensation received from the court. If the employee requests their salary for jury duty, all compensation and reimbursements received from the court for this duty must be turned over to the school district.

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### **A. Life Insurance**

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For those employees selecting the Twin PPO option, the same "buy-up" provisions as in the professional teachers' contract will be applied.

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D. Dental Insurance

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E. No disputes with the insurance carrier over claims for any insurance benefits shall be subject to the grievance procedure. The Board's liability is limited to payment of premiums.

F. Board-provided insurance coverage shall terminate at the end of the policy month in which the employ's active employment with the employer ends.

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## **VI. PAYROLL DEDUCTION**

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## **VII. PARITY WITH OTHER EMPLOYEES**

In the event the Board improves or changes the existing health, vision, and/or insurance coverage the same will automatically be provided to all employees covered under the terms of this agreement and will take effect on the same effective date as for the professional employees.



## **CENTRAL COLUMBIA SCHOOL DISTRICT**

4777 Old Berwick Road  
Bloomsburg, PA 17815

### **PROCEDURES FOR BARGAINING SUPPORT PERSONNEL EVALUATION**

- A. June 30, 1999, the form used for bargaining support personnel evaluations shall be the present one utilized in the district (Evaluation Form for Bargaining Support Personnel).
- B. The nineteen areas on the evaluation form will be checked E-Excellent, S-Satisfactory, N-Needs Improvement, or U-Unsatisfactory. The person completing the form will place a specific comment under Supervisor's Comments if an "N" or "U" is checked.
- C. Should any employee receive an Unsatisfactory or Needs Improvement rating in one or more areas, an Individual Improvement Plan (IIP) shall be written and reviewed with the staff member. The IIP will include a timeline for improvement and periodic dates to discuss progress.
- D. The employee and supervisor will meet a minimum of one (1) time per year to review job performance.
- E. The evaluation and appropriate back-up materials will be signed by the employee and supervisor. The employee will receive a copy and the original will be filed in the district office employee personnel file.
- F. Any employee receiving an Unsatisfactory in two or more of the nineteen areas may receive an overall rating of Unsatisfactory. An exception would be if a blatant act was observed or documented. A single Unsatisfactory could result in an overall rating of unsatisfactory. Examples of a blatant act, but not limited to, would be striking a child, stealing, falsifying attendance/absence records. Time permitting, an employee will be provided an opportunity to receive a final rating of satisfactory.
- G. An unsatisfactory rating will not be issued without a review by the business administrator.
- H. Any employee may appeal the rating of a supervisor to the superintendent.
- I. Any employee has the right to follow the CCESP Contract Article IV, Grievance Procedure if not satisfied with the appeal to the superintendent.

**CENTRAL COLUMBIA SCHOOL DISTRICT**

4777 Old Berwick Road  
Bloomsburg, PA 17815

**EVALUATION FORM FOR BARGAINING SUPPORT PERSONNEL**

Employee Name \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ to \_\_\_\_\_

Position \_\_\_\_\_ Building \_\_\_\_\_ Date Evaluated \_\_\_\_\_

**(E) Excellent (S) Satisfactory (N) Needs Improvement (U) Unsatisfactory**

<b>Evaluation includes but not limited to these criteria</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>Supervisor's Comments</b>
<b>A. QUALITY OF WORK</b> Job Knowledge					
Ability to Follow Directions					
Accuracy / Thoroughness					
Neatness					
Demonstrates Necessary Skills					
<b>B. QUANTITY OF WORK</b> Completes Tasks in Timely Fashion					
Prioritizes Tasks					
Completes Work with Minimum Supervision					
<b>C. WORK HABITS</b> Initiative in Performing Tasks					
Willingness to Learn New Duties					

over

**(E) Excellent (S) Satisfactory (N) Needs Improvement (U) Unsatisfactory**

<b>Evaluation includes but not limited to these criteria</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>Supervisor's Comments</b>
Practices Confidentiality When Appropriate					
Equipment Utilization and Care					
Practices Safety at All Times					
<b>D. PERSONAL RELATIONS / FITNESS</b> Works Well with Co-Workers					
Cooperates with Supervisor					
Promotes Positive Public Image					
Acceptance of Constructive Criticism					
Personal Hygiene and Appropriate Attire					
<b>E. ATTENDANCE AND PUNCTUALITY</b>					

I acknowledge that I have read this evaluation and have been given an opportunity to discuss it with my supervisor(s). My signature does not mean that I agree with this evaluation, and I understand, I may attach my comments to this report and a copy of those comments will be attached to any copy made of this evaluation.

**OVERALL RATING**                      **E**                       **S**                       **N**                       **U**

**FINAL RATING**                      **E**                       **S**                       **N**                       **U**

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Copy to: Employee  
                   Supervisor  
                   Personnel File

A:\EVALNON.DOC

**CENTRAL COLUMBIA SCHOOL DISTRICT**

4777 Old Berwick Road  
Bloomsburg, PA 17815

**INDIVIDUAL IMPROVEMENT PLAN**

List areas rated "*Needs Improvement*"

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Explain actions to be taken for each area listed above.

- |    | By Whom | By What Date |
|----|---------|--------------|
| 1. | _____   | _____        |
| 2. | _____   | _____        |
| 3. | _____   | _____        |

List the areas rated "*Unsatisfactory*"

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Explain actions to be taken for each area listed above.

- |    | By Whom | By What Date |
|----|---------|--------------|
| 1. | _____   | _____        |
| 2. | _____   | _____        |
| 3. | _____   | _____        |

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Evaluator's Signature (employee's immediate supervisor) Title Date

\_\_\_\_\_  
Reviewer's Signature (employee's immediate supervisor) Title Date