

AGREEMENT BETWEEN THE

KEYSTONE OAKS SCHOOL
DISTRICT

and

THE KEYSTONE OAKS EDUCATIONAL SUPPORT
PROFESSIONALS ASSOCIATION/PSEA/NEA

JULY 1, 2022 – JUNE 30, 2025

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AGREEMENT

ARTICLE I

PREAMBLE

This agreement entered into this 15th day of November, by and between the Board of School Directors of the School District of Keystone Oaks, Pennsylvania, hereinafter called the "Board" or "School District", and the Keystone Oaks Educational Support Professionals Association, hereinafter called the "Association."

The District has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right effectively to operate in a responsible and efficient manner and are constant with the paramount interest of the District and its residents.

It is the intention of this Agreement to set forth the entire agreements of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruption of work and interference with efficient operation of the District and to provide an orderly and prompt method of handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board by the statutes of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Orders #6023W and PERA-R-97-612-W.

ARTICLE III

HOURS OF WORK

A. Regular Hours

The regular hours of work each day for employees during the day shall be consecutive, except for an unpaid duty-free lunch period and except where otherwise mutually agreed upon between the parties.

B. Workweek

The normal workweek shall consist of thirty-five (35) hours.

C. Workday

The normal workday during the regular school year shall be seven (7) hours in length. All secretaries shall receive a one (1) hour duty-free unpaid lunch period in addition to the seven (7) hour day. All secretaries shall be given thirty (30) minutes of break time that can be taken in mutually agreed upon increments between the secretary and their supervisor.

All paraprofessionals shall receive an unpaid thirty (30) minute duty-free lunch period and shall be given a thirty (30) minutes of break time that can be taken in mutually agreed upon increments between the paraprofessional and their supervisor. The lunch period for all bargaining unit employees will be scheduled between the hours of 10:30 a.m. and 1:30 p.m., provided, however, the paraprofessional lunch will always be scheduled at a time when the cafeteria is serving.

At the Superintendent's discretion, the summer workday hours may be modified so as to provide for four (4) days of work per week. In that event, the length of the work day shall be the same as in the regular five (5) day work week, as described in the above paragraph.

The District will make every effort to ensure that no secretary will be alone in a building.

D. Length of Work Year

1. The employee work year shall consist of 260 days for all Secretaries.
2. A. Paraprofessionals shall work 187 days. This will include student days and professional development days. During the first two scheduled in-

service days of the school year, paraprofessionals will participate in training activities as required by Chapter 14 regulations or attend staff development sessions that are being offered to professional staff. The third in-service day shall be scheduled on one of the established in-service days remaining on the school calendar and shall be used for Chapter 14 training activities as well. The school calendar will be available for review on the District's website. The school calendar shall denote these three in-service days, which shall provide paraprofessionals with at least 12.5 hours of training activities as required by Chapter 14 regulations. Additionally, the District shall permit paraprofessionals to attend staff development activities offered to the professional staff in order for paraprofessionals to meet Chapter 14 requirements. However, those professional staff days which paraprofessionals may attend shall not be considered regular work days nor shall paraprofessionals be compensated for their attendance at such.

- B. Paraprofessionals may, at the discretion of their supervisor and with appropriate justification as to what the employee would be doing, be assigned additional workdays at their per diem rate.
3. Paraprofessional employees will be paid at an hourly rate. Such rate will also be used for any and all overtime. Payment of Paraprofessional wages can be made over a twelve (12) month period as a salaried amount if elected by the employee.
 4. The normal work year includes paid holidays and vacation days for all Secretaries.
 5. The normal work year includes paid holidays for all Paraprofessionals.
 6. Should it become necessary to cancel classes for students due to weather conditions or some other emergency, Secretaries covered under this agreement will attend such days at the discretion of the Superintendent and when Administrative staff is in attendance. Paraprofessionals will not report to work; however, they will make up any canceled days on another scheduled day, which will be a professional development day. On days when administrative and professional staff are directed to work remotely, Secretaries and Paraprofessionals under this Agreement will be permitted to work remotely.

E. Overtime

Employees shall receive one and one-half (1½) times their regular hourly rate of pay for compensable hours worked in excess of forty (40) hours in a week. All overtime hours must be pre-approved by the employee's immediate supervisor. Failure to obtain or receive approval prior to performing duties outside of the employee's normal work-day shall be considered a violation of this provision.

ARTICLE IV

HOLIDAYS

A. The Board agrees to grant the following holidays annually to employees in all secretarial classifications consistent with stipulations listed below:

1. Independence Day
2. Labor Day
3. Thanksgiving Recess – when school is not in session
4. Winter Recess – when school is not in session
5. Presidents' Day – when school is not in session
6. Spring Recess – when school is not in session
7. Memorial Day
8. School Picnic Day

B. The Board agrees to grant the following holidays annually to employees in all paraprofessional classifications consistent with stipulations listed below:

1. Labor Day
2. Thanksgiving Day and the following Friday
3. December 24th – when school is not in session
4. Christmas Day
5. New Year's Day – when school is not in session
6. Presidents' Day – when school is not in session
7. Good Friday – when school is not in session
8. Memorial Day

C. All of the holidays listed in sub-paragraphs A. and B. above shall be observed in accordance with the school calendar.

D. If a scheduled holiday is observed during an employee's vacation, it shall be added to the vacation time off.

- E. Employees scheduled to work and who actually do work on a day observed as a holiday under Paragraphs A and B above will be paid time and one-half (1 ½) for all hours worked.

ARTICLE V

VACATIONS

- A. Vacation time off shall be granted to all secretaries based on District seniority, as follows:

Less than 1 year	1 day per month worked – maximum of 10 days
1 year through 5 years	10 work days
6 years through 14 years	15 work days
15 years and over	16 working days, plus 1 additional day per year of service to a maximum of 20 working days

- B. Eligibility for vacation entitlement is determined as of July 1 of each year.
- C. Employees shall make every attempt to utilize their vacation time off during the period from June 15-August 15 of each year and shall give notification of such vacation dates to their principal or supervisor at least three (3) days prior to the first day of said vacation. Use of vacation days will not be permitted during the first fifteen (15) days or the last fifteen (15) days of the school term unless for special circumstances, which have been pre-approved by the Superintendent. For purposes of this paragraph C., school term is defined as set forth in Section 102 of the Public School Code as “The period of time elapsing between the opening of the public schools in the fall of one year and the closing of the public schools in the spring of the following year.” When students are present, employees may request to use vacation time with the approval of the employee’s immediate supervisor. The decision of the immediate supervisor shall be final. Where conflicts exist, employees with the most years of service will be given scheduling preference. Notwithstanding the authority of the immediate supervisor to approve vacation at times outside of the June 15-August 15 time period, vacation days must be used within eighteen (18) months of the July 1 entitlement date set forth in paragraph B. herein above. Failure to use any such vacation days within the eighteen (18)

month period will result in loss of any such days without provision of additional compensation in lieu of receiving paid time-off.

ARTICLE VI

SICK LEAVE DAYS

- A. Secretaries shall be credited with twelve (12) sick leave days per year and Paraprofessionals shall be credited with ten (10) sick leave days per year on July 1 of each year. The unused sick leave allowance at the end of the year will accumulate to the credit of the employee. Any accrued sick leave may be used in any one year. If an employee is hired between July 1 and June 30 of a fiscal year, his/her sick leave will be prorated. Any employee hired who previously worked for another Pennsylvania Public School District immediately prior to Keystone Oaks, shall be eligible to transfer no more than twenty-five (25) sick days from their prior employer. Transferred sick days will be deducted from an employee's sick bank prior to accumulated sick days earned from Keystone Oaks School District.
- B. All employees shall be notified as to their accumulated sick leave as of July 1, no later than the last pay in September of each year, as set forth on the District's payroll web portal.
- C. All sick leave days shall be reported using the District's call-off system.
- D. Employee may use sick days to care for the illness, injury, or disability of the employee's spouse, parent, or child. The District may require reasonable proof of the family member's illness, injury or disability.
- E. Worker's Compensation

When an employee's absence is due to injury incurred in the course of employment, the School District will pay such employee the difference between his/her salary and Workers' Compensation for a maximum period of four (4) consecutive months. The School District will offset such payment against available sick leave on a one-for-one basis.

The School District may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed.

F. Sick Bank

The Association shall be permitted to operate a sick bank for its membership on a per case basis for those members afflicted with a chronic illness. There shall be no requirement for members to participate or restrictions on membership participation. The Association shall govern the donated days and provide usage information in writing to the business office. The sick bank cannot be used while on Worker's Compensation. The number of sick days that may be assigned through this sick bank shall be limited to a maximum of one hundred eighty (180) total days per member. The District shall assign a member of the Administrative staff to the Committee established by the Association to administer the donation and usage of sick days.

G. Contagious Diseases

When the District is compelled to close any school building on account of any contagious disease, natural disaster, or other emergency as defined in Section 1153 of the Public School Code, bargaining unit members shall suffer no loss of pay.

ARTICLE VII

LEAVES OF ABSENCES

A. Personal Leave and Emergency Days

Secretaries shall receive three (3) personal leave days in each fiscal year of this Agreement. Personal days may accumulate to five (5) days. Unused personal days beyond the accumulated five (5) days shall be added to accumulated sick leave days in the succeeding fiscal year.

Paraprofessionals shall receive two (2) personal leave days in each fiscal year of this Agreement. Personal days may accumulate to four (4) days. Unused personal days beyond the accumulated four (4) days shall be added to accumulated sick leave days in the succeeding fiscal year.

Personal leave days shall be used subject to the following conditions:

1. Except in cases of emergency, all requests for such leave should be submitted, through the District's call-off system, at least three (3) school days prior to such leave.

2. No personal leave days may be taken immediately preceding or following a scheduled school holiday or during the first or last week of the school year, unless approved by the Superintendent.

B. Bereavement

1. Employees covered by this Agreement shall receive death in family paid leave as follows:

A maximum of three (3) days of leave will be granted for a death in the immediate family; including parents, siblings, spouse, child, grandparent, grandchild, parent-in-law, child-in-law, sibling-in-law, or near relative residing in the same household as the employee, or any person with whom the employee has made his/her home. When special circumstances so dictate, this may be extended to five (5) days upon pre-approval of the Superintendent or his/her designee.

A maximum of two (2) days for the death of a near relative. A near relative shall be defined as first cousin, a parent's sibling, or sibling's child.

A maximum of one (1) day for the death of a friend with bonds so close that good taste demands attendance at the funeral.

2. The Administration will require notification of the relationship between the deceased and the employee.
3. Such time will not be deducted from sick leave.
4. In cases involving immediate family as identified in paragraph 1 and when funeral/memorial arrangements are delayed, these days may be taken at a later time when verification is provided to the Superintendent or his/her designee.

C. Jury Duty

Employees covered by this Agreement who are called for jury duty will be reimbursed for the difference between their established rate of pay and compensation received for such jury duty upon presentation of proof of service and monies received.

D. Personal Leave Request

Employees may request other leaves of absence without pay for personal reasons. The Superintendent may, in his/her sole discretion, grant such

requests. All communications requesting, granting or denying such leaves of absence will be done through the District's call-off system.

E. Leave of Absence

Any employee may request up to one (1) year leave of absence for personal or health reasons. The District will require a physician's verification. Upon returning to work, said employee shall, when possible, return to the same position or equivalent he/she had prior to taking leave. Employees must have one year's service with the District to be eligible for this provision.

F. Child-Rearing/Maternity Leave

Child-rearing and maternity leave shall be extended to all members of the bargaining unit and will be in compliance with FMLA.

G. While on unpaid leave of absence not covered by FMLA, employees shall be able to continue all insurance and fringe benefits at their expense.

H. Leaves of absence shall be at the discretion of the Board; however, such leaves will not be unreasonably denied.

ARTICLE VIII

COMPENSATION

A. Salaries

Salaries and hourly wages for employees shall be at the rates listed in Appendix A except as contained herein. Salary will be prorated for new employees who work less than twelve months or part-time.

Longevity Increment – Upon reaching their tenth (10th) year of employment, bargaining unit members shall receive a one-time payment of one-thousand dollars (\$1,000) and upon reaching their twentieth (20th) year of employment, bargaining unit members shall receive a one-time payment of two-thousand dollars (\$2,000). This payment will not affect an employee's base pay.

B. Work Experience Credit

Secretaries will be given work experience credit based upon 12 months and when the employee begins work. Paraprofessionals will be given work

experience credit based upon 10 months and when the employee begins work.

C. Travel Expenses

Employees required in the course of their work to drive their personal automobiles either from one school building to another or on school business to any location shall receive a car allowance for mileage at the Internal Revenue Service established rate.

D. Retirement Increment

An employee who is retiring because of age, years of service, or disability under the provisions of the Public School Employees' Retirement Act, shall be entitled to a retirement allowance based upon unused accumulated sick leave in accordance with the following provision:

1. To be eligible for the retirement allowance, an employee must have at least ten (10) years of service with the District.
2. The amount of the retirement allowance for employees shall be computed by multiplying forty-five dollars (\$45.00) times the number of unused accumulated sick leave days accrued while employed at Keystone Oaks School District. Any sick leave brought from previous employers will not qualify for this retirement allowance. The maximum amount of the retirement allowance shall be \$5,625.

In the event any employee who retires in accordance with this paragraph D. has accumulated sick leave days in excess of the amount equaling \$5,625 (125 days X \$45.00), any such overage of days may be contributed to the sick bank established in Article VI herein.

3. An employee who fails to provide at least sixty (60) days written notice of retirement or who is discharged for cause, shall not be eligible for the retirement allowance. The 60 days written notice may be waived, upon recommendation of the Superintendent, if the employee is forced to retire unexpectedly.
4. The method described herein above is the only means by which accumulated unused sick leave days can be used in connection with retirement unless documentation is provided by the retiree establishing a legitimate medical need.

- F. Early Retirement Incentive Eligibility – Employees who have accrued at least twenty-five (25) years of service or more in the PSERS system, at least fifteen (15) of which are with the Keystone Oaks School District, shall be entitled to a retirement incentive. Incentive – A one-time lump sum payment of \$8,000 will be paid to each eligible retiree. In order to be eligible for this \$8,000 payment, the employee must retire within one (1) year of reaching the above criteria. In addition, eligible retirees may choose to purchase from the District, at the District’s rate, the same level of health care coverage enjoyed while actively employed until the retiree becomes eligible for Medicare. Health care coverage, for the purposes of this provision, shall include life insurance, hospitalization, dental, and vision insurance. After reaching eligibility for Medicare, the retiree may continue to purchase dental and vision insurance at the District’s rate.
- G. Payments for the Retirement Increment and Early Retirement Incentive shall be made as a non-elective employer contribution into the employee’s 403(b) account.
- H. New Hire Orientation: Newly hired employees will be provided with a new employee orientation, along with new employee onboarding upon hire, and within the first week of their employment. During these processes, the District will provide the new employee with the general knowledge they need to be successful during their tenure at the district. The District will also provide time for the KOESP President and his/her designee to have a lunch meeting with any new hire. If any bargaining unit member is required to work above their normal workday, they will be paid according to Article III, Section E.

ARTICLE IX

FRINGE BENEFITS

A. Insurance

1. Medical Insurance

The School District shall provide for each bargaining unit member covered by this Agreement the insurance plan and/or plans offered by the Allegheny County Schools Health Insurance Consortium. Secretaries shall be eligible for the individual, parent/child, parent/children, spousal, or family plan, while Paraprofessionals shall be eligible for coverage at the individual level only.

Paraprofessionals may purchase dependent care provided they pay the difference between the cost of the individual plan and the level of coverage they select.

Bargaining unit members who wish to enroll in the PPO plan provided by the Allegheny County Schools Health Insurance Consortium may do so, but will be responsible for paying the difference in cost between the two plans.

Effective as of the date of the execution of this Agreement, all bargaining unit members who participate in the District's insurance plan shall pay the following premium contributions toward the cost of their healthcare:

2022-2023: Employee pays 10.5% of applicable premium
2023-2024: Employee pays 11% of applicable premium
2024-2025: Employee pays 11.5% of applicable premium

The District shall pay those bargaining unit members who are eligible for but who do not wish to participate in the District's plan an amount equal to one-third (1/3) of the annual premium for the level of coverage for which they are eligible but choose to decline. This payment shall apply to dental and vision insurance as well. Eligible bargaining unit members shall receive payment for their non-participation in December for the months of July through December and in June for their non-participation in the months of January through June of each year.

The District shall provide a Section 125 plan so that such deductions shall be at pre-tax rates.

The Board shall provide for continuance of medical insurance after retirement on terms and conditions detailed in the master policies and contracts agreed upon by the Board and the Association.

2. Life Insurance

The School District shall provide for each Employee life insurance in the amount of two (2) times his/her annual salary rounded to the next higher hundred.

Employees may continue their life insurance coverage after retirement should they wish to, however they will be required to pay the premium for such insurance.

3. Dental Insurance

The School District shall provide for each bargaining unit member covered by this Agreement the insurance plan and/or plans offered by the Allegheny County Schools Health Insurance Consortium.

Effective as of the date of the execution of this Agreement, all bargaining unit members who participate in the District's insurance plan shall pay the following premium contributions toward the cost of their healthcare:

2022-2023: Employee pays 10.5% of applicable premium
2023-2024: Employee pays 11% of applicable premium
2024-2025: Employee pays 11.5% of applicable premium

The Board shall provide for continuance of dental care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

4. Long-Term Disability Protection

A bargaining unit employee who, because of sickness or accident, is unable to perform the duties of his/her occupation is eligible for disability protection benefits provided by the School District under the following conditions.

The District shall provide each bargaining unit employee a disability income policy providing for replacement income in accordance with the District policy.

- a. The bargaining unit employee will have a 30-day wait period before disability benefits begin. Employees may use available sick days during this wait period.
- b. The employee will, after the 30-day period, be eligible for a two year benefit period.
- c. During the disability benefit period, the District shall continue all other benefits in effect at the time of the commencement of the disabling injury or illness for a one-year period. Should the leave extend to the second year, the employee will pay health care premiums. Disability, for purposes of retirement reporting, will be considered extended sick leave. An employee on such disability leave will be permitted to purchase up to one (1) year of credited service in the Pennsylvania Public School Employee Retirement

System, to the extent such purchase is permitted by the retirement system.

- d. Upon return from leave, the employee shall, where possible, be returned to the position occupied at the time of disability.

5. Vision Insurance

The School District shall provide for each bargaining unit member covered by this Agreement the insurance plan and/or plans offered by the Allegheny County Schools Health Insurance Consortium.

Effective as of the date of the execution of this Agreement, all bargaining unit members who participate in the District's insurance plan shall pay the following premium contributions toward the cost of their healthcare:

2022-2023:	Employee pays 10.5% of applicable premium
2023-2024:	Employee pays 11% of applicable premium
2024-2025:	Employee pays 11.5% of applicable premium

The Board shall provide for continuance of vision insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

- 6. The insurance plans included in this Article are contracts between the District and each insurance carrier. The District's responsibility under such plans is limited to premium payments and proper enrollment of eligible employees. In no case and under no circumstances shall the employer be required to provide a cash settlement or any other substitute benefit in any form, in lieu of the insurance benefits provided in this Article. Disputes over benefit claims are between the employee and insurance carrier and shall not be subject to the grievance procedure.

ARTICLE X

SENIORITY

A. Probationary Period

New employees shall be on probationary basis for a period of ninety (90) days (calendar). Permanent status begins the ninety-first (91st) calendar day and seniority starts from the date of employment.

B. Definitions

1. *District Seniority* – means an employee's length of continuous service with the employer from original date of hire.
2. *Classification Seniority* – means an employee's length of continuous service within the classification of either secretary or paraprofessional.

C. Layoff – Job Eliminations

Seniority of employees shall govern the reduction of force as follows:

1. Employees whose positions are eliminated, including alteration of length of workday and/or length of work year, shall have the right to bump first among the four (4) least senior employees within their classification of secretary or paraprofessional provided he/she has sufficient classification seniority to do so; and then secondarily, a secretary shall have the right to bump from among the four (4) least senior paraprofessionals in an equal or lower classification providing that he/she has sufficient District seniority to do so. In any case, paraprofessionals shall not bump to a higher classification.
2. In the event of multiple eliminations, affected employees may exercise the same bumping options as outlined in 1 above at a single meeting of employees involved as follows:
 - a. Bumping selections shall be made in seniority order of affected secretaries, if any and then paraprofessionals, if any.
 - b. With each selection, additional positions shall become vulnerable where possible to assure compliance with selections provided in 1 above, and the next most senior shall then exercise his/her options.
3. Employees affected by the bumping as outlined above will be extended the same bumping rights as outlined in 1 and 2. Further, affected employees shall retain all classification seniority once earned.
4. In all cases, employees have the option of accepting an altered position or layoff and not exercising their seniority rights.

D. Vacancies

When vacancies occur for any reason, the vacancies or new positions shall be posted immediately in all school buildings for five (5) workdays. The posting

shall include all qualifications necessary for the position. Employees interested in the position shall make a written application during the five (5) day period. During the summer months, the vacancies or new positions shall be sent electronically using the District email accounts; these will remain posted for five (5) workdays. The posting period may be waived upon mutual agreement by the parties.

All appointments to vacancies or new positions shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual identity, or marital status.

In the event of a vacancy or new position, should more than one current bargaining unit member who is currently in the same classification apply for the vacancy, qualifications as set forth in the job description and years of experience will be the determining factor. All current bargaining unit members who are in the same classification and who apply will be guaranteed an interview provided that such employee has not received an overall unsatisfactory rating within the past twenty-four (24) months.

All qualifications for a vacancy or new position will be a part of the job posting and will be examined during an interview process. Should it be determined that there are no interested and current bargaining unit members who are currently in the same classification and who meet the qualifications outlined in the posting for the position, the District will then seek candidates from another classification within the bargaining unit. If there are no interested or qualified bargaining unit members from another classification, the District will then seek outside applicants.

- E. An employee's seniority shall end for the following reasons:
1. If the employee quits or is dismissed.
 2. If the employee fails to return to work after a layoff within one (1) calendar week after being notified by registered mail by the employer.
 3. If the employee fails to return to work after the date set for termination of a leave of absence.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definition

A grievance shall be defined as a dispute which arises out of interpretation or application of a provision of this Agreement. A dispute which does not arise out of interpretation or application of this Agreement shall be resolved as set forth in levels one through three and in such disputes the decision of the Board shall be final and binding. "Days" referred to hereinafter shall mean school days.

B. Purpose

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

C. Procedure

1. Time Limits

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

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Informal Conferences – Immediate Superior

An employee or employees with a grievance shall first discuss it with his/her immediate superior within ten (10) workdays of when the

employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level One

If the matter is not adjusted in the informal conference within ten (10) workdays, the complaint shall be reduced to writing on a form agreed upon by the parties and submitted to the immediate superior. The immediate superior shall record his/her answer on the form and return it to the employee within five (5) workdays.

5. Level Two – Superintendent

If the aggrieved person(s) is not satisfied with the disposition or his/her grievance at level one, or if no decision has been rendered by the immediate superior within five (5) workdays, he/she may file the grievance with the Superintendent. The Superintendent, or his/her designee, shall hold a conference within five (5) workdays. The Superintendent shall file a written decision within five (5) workdays after the close of the conference.

6. Level Three – Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within ten (10) workdays after submission at level two, he/she may submit the written grievance to the School Board. The Board shall act on the grievance within ten (10) days following the receipt thereof.

7. Level Four – Arbitration

a. If the Association is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within ten (10) workdays, the Association may within five (5) days after receipt of the written decision by the Board or fifteen (15) days after the grievance was delivered to the Board, whichever is sooner, request in writing binding arbitration under Act 195.

b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a

request for a list of arbitrators may be made to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The Association and then the Board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and may set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and other services required by the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- e.
 1. The decision of the arbitrator shall be confined exclusively to the dispute or grievance as submitted for determination and shall be within the provisions of this Agreement.
 2. The arbitrator shall be without power or authority to add to, subtract from, modify, delete from, disregard or replace any of the terms or provisions of the contract but must interpret the explicit language as it is stated.
 3. The arbitrator shall determine any retroactivity using standards of reasonableness and good faith.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented through level three of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an

employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

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 two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. School Board Grievance

The Board through the Superintendent may process a grievance against the Association, but not against any individual classified employee, regarding the meaning, interpretation or application of any provision of this Agreement, such grievance to be filed originally at level two of this grievance procedure. The filing of the grievance would be done by presenting the Association with the proper forms. A conference shall be held at level two on such a grievance before it may be referred to arbitration in accordance with level four of this grievance procedure.

3. Separate Grievance File

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

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the School District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. 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 this Article.

6. Release Time – Grievance Procedure Involvement

No employee shall suffer loss of any pay for time spent during regularly scheduled working hours in attending hearings provided for in the grievance procedure.

7. The Association shall verify to the Board in writing all of its agents authorized to adjust grievances or disputes under this Article. The actions of any person not so authorized will be without prejudice to the grievance or dispute in process.

ARTICLE XII

EMPLOYEE'S RIGHTS

A. Just Cause

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

B. Limitation of Responsibilities

No member of the Association will be required to assume professional responsibility.

C. Personnel File

Employees shall have the right to inspect their personnel files and to affix a written statement of disagreement to material in the file. No derogatory material shall be inserted into an employee's file without the employee's knowledge. Further, the School District shall not keep alternate personnel files except as provided in Article XI of this Agreement.

D. Savings Clause

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the

Board, the Association and employees in the Bargaining Unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

E. Required Meetings or Hearings

Whenever an employee is required to appear before the Superintendent, the School Board or any committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his/her salary or benefits, except where health or safety consideration requires immediate action, said employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have representatives of the Association present to advise and represent him/her during such meetings or interviews.

F. Nondiscrimination

The parties agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, religious beliefs, a physical handicap, age or political activities for the term of this Agreement in accordance with any applicable laws or regulations.

G. Transfers

The District shall consult with affected employees before transfer and make every effort to accommodate those employees' wishes consistent with the District's needs.

H. Property Damage Reimbursement

Members of the bargaining unit shall be reimbursed by the District for loss, damage, or destruction to personal property including, but not limited to, clothing, when such loss, damage or destruction occurs as a direct result of the employee's performance of work duties, or which occurs on school

property during a time the employee is present and on the job. Written documentation of the loss must be submitted to the employee's supervisor and signed by that individual. In the event that any employee is paid all or part of the benefits contained in this Article and, at the same time, the same employee recovers damages from a third party by virtue of the loss, damage to, or destruction of the same personal property, the employee shall reimburse the District for its payments made in accordance with the provisions of this Article.

ARTICLE XIII

ASSOCIATION RIGHTS

A. Interschool Mail

The present practice of allowing the Association to have reasonable use of interschool mail facilities and school mailboxes shall be continued provided it does not interfere with regular school mail.

B. Bulletin Boards

The Association will have the right to reasonable use of bulletin boards for Association business. In any school where this is not feasible, an alternate location will be mutually agreed upon.

C. Association Release Time

The District shall grant the Association three (3) days per year of release time for attendance at state and/or national conventions of PSEA and NEA respectively, and additional conferences designated by the Association.

An Association officer elected to a PSEA/NEA office shall be granted no more than three (3) additional days to fulfill the duties of said office. The state/national Association shall reimburse the District for the costs of a substitute, if necessary, when a day is utilized in this manner. Additional days will be mutually agreed upon by the parties.

Whenever any representative of the Association or any bargaining unit employee is required by law or by the District to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

D. Right to Speak at Meetings

The Association President will have the right to speak to bargaining unit members regarding Association meetings or activities during any new employee orientation, faculty meeting or In-service day for at least fifteen (15) minutes at the request of the Association.

E. Newly Hired Bargaining Unit Members

The District will notify the Association President when any new bargaining unit employee is hired throughout the course of the year.

F. Liaison Committee

In an effort to maintain and foster open communications and dialogue regarding professional issues, the District and the Association shall establish a Liaison Committee comprised of the Superintendent, a committee of two (2) additional persons representing the District, the Association President and two (2) additional members of the Association. The Committee shall meet at least once every semester. Dates for the meetings shall be scheduled at least one (1) month in advance. Additionally, the District and Association will exchange agenda items at least one (1) week in advance of the meeting. Specific personnel or other labor relations matters will be pursued exclusively through contractual protocols.

ARTICLE XIV

RIGHTS OF THE EMPLOYER

- A. It is understood and agreed that the Board retains the right to operate the District and that all management rights are reserved to it, but that such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:
1. Determine the mission of the School District.
 2. Hire, assign or transfer employees.
 3. Determine the methods, means and number of personnel.
 4. Introduce new or improved methods or facilities.
 5. Change existing methods or facilities.

6. Establish and require observance of reasonable rules and regulations.
 7. Discipline and discharge for just cause.
- B. Evaluation of bargaining unit members will be in accordance with Appendix B for secretaries and in accordance with Appendix C for paraprofessionals.

ARTICLE XV

MAINTENANCE OF MEMBERSHIP

Board agrees that all employees who are members of the Association at the time of final execution of this Agreement shall be subject to the "Maintenance of Membership" provision of Article XVI, subsection 18 of the Public Employee Relations Act 195.

ARTICLE XVI

MEMBERSHIP DUES DEDUCTIONS

- A. The Board agrees to deduct the currently applicable Association dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted in a fixed dollar amount shall be certified to the Board by the Association, and the deduction shall be made from the pay accruing to the employee on the last day of each month. The Board shall transmit the total amount of each month's deductions to the Treasurer of the Association together with an itemized statement of current employee members, by check, by the tenth (10th) of the month following said deduction.
- B. Non-Member Fees
1. The parties agree to comply with all federal and state laws and all provisions thereof, regarding the collection of fees from nonmembers.
 2. The Association agrees to extend to all non-members the opportunity to join the Association.
- C. The Association agrees to defend, indemnify and hold harmless the Board in connection with any cost or litigation arising out of any actions taken at Association request, pursuant to these sections of the Agreement.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. No Strike – No Lockout Agreement

From July 1, 2022, through June 30, 2025, the Association will not authorize, permit or condone any work stoppage, slowdown or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Association members or persons covered by this Agreement.

B. Separability

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law by a court of last resort having jurisdiction over the parties and the subject matter, or by any final non-appealable order of the Pennsylvania Labor Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Professional Development

The District will provide professional development to all employees as deemed necessary by District Administration.

D. Tuition Reimbursement

The District shall reimburse the Employee ninety percent (90%) of the tuition costs incurred if a grade of "A" is achieved, and fifty percent (50%) if a grade of "B" or a Pass in a Pass/Fail course is achieved. The total reimbursement shall not exceed \$6,000 per year. Any grade lower than a "B" will receive no compensation. The Employee must not be rated Needs Improvement or Failing (based upon the most recent evaluation at the end of the grading period for which the Employee is seeking reimbursement) unless the coursework is part of a Performance Improvement Plan.

Prior to participating in any class or program for the purpose of partial tuition reimbursement, the Employee shall submit a request for approval in writing, stating a description of the course and how it is related to either the positional duties or to stated staff development goals of the District. Payment to the Employee will be made by separate check in the month following acceptance of the documentation. An Employee who completes a degree or new

certification must serve one year with the District prior to resigning or return the reimbursement to the District.

E. Printing Agreement

Copies of this Agreement shall be produced at the mutual expense of the Board and the Association. The Agreement shall be made available to all employees covered by this contract.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

1. Association to the Board

If by Association to Board at –

Superintendent
Keystone Oaks School District
1000 Kelton Avenue
Pittsburgh, PA 15216-2487

2. Board to the Association

If by Board to Association at –

President
Keystone Oaks Educational Support Personnel Association
1000 Kelton Avenue
Pittsburgh, PA 15216-2487

G. Board of Education Regulations

1. The District shall accept completion of the PSEA-ESP Paraprofessional Portfolio Program as meeting a Rigorous Standard of Quality as demonstrated through a local assessment as regulated by the Pennsylvania Board of Education and as outlined in the Pennsylvania Special Education Para-educators Credentials of Competency for all current employees. All newly hired employees shall meet a Rigorous

Standard of Quality prior to employment as regulated by the Pennsylvania Board of Education.

2. The District shall accept as meeting Pennsylvania Board of Education regulations those staff development activities offered by PDE-approved providers as well as those activities that are aligned with the performance based standards identified by The Council for Exceptional Children (CEC).
3. The District shall permit paraprofessionals to use District computers for activities related to the fulfillment of Pennsylvania Board of Education regulations, provided that paraprofessionals receive prior approval for such use.
4. Instructional paraprofessionals, as defined by the Pennsylvania Board of Education, must meet a Rigorous Standard of Quality as established by the Pennsylvania Board of Education by July 1, 2010. An instructional paraprofessional failing to meet a Rigorous Standard of Quality by that date shall have his/her employment terminated. An instructional paraprofessional who fails to meet the required 20 hours of professional development by June 30 each year shall have his/her employment terminated.
5. Instructional paraprofessionals shall meet the following professional development requirements:

<u>Start Date</u>	<u>Hours Needed</u>
July 1 – September 30	20
October 1 – December 31	15
January 1 – March 31	10
April 1 – May 31	5
June 1 – June 30	0

6. The District shall provide each instructional paraprofessional with documentation of each professional development activity completed under District control and the hours earned within 20 calendar days of each activity.
7. Each instructional paraprofessional shall provide documentation to the District regarding professional development activities earned outside the District's control. No later than May 1 of each year, the District shall provide each instructional paraprofessional with a written account of professional development hours earned from July 1 through March 31.

ARTICLE XVIII

DURATION OF AGREEMENT

A. Effective Date

This Agreement shall be effective as of July 1, 2022, and shall continue until June 30, 2025.

ARTICLE XIX

WAIVERS

The parties agree that all negotiable items presented have been discussed during negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement unless mutually agreed to in writing by the parties. The employer and the Association agree that this Collective Bargaining Agreement embodies their entire settlement and that no agreements with regard to wages, hours, and other terms or conditions of employment exist independent of this Collective Bargaining Agreement.

KEYSTONE OAKS EDUCATIONAL
SUPPORT PROFESSIONALS
ASSOCIATION
ESPA/PSEA/NEA

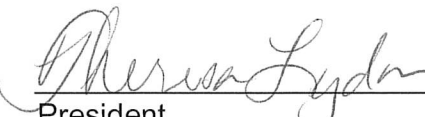


President



Secretary

KEYSTONE OAKS BOARD
OF EDUCATION



President



Secretary

Appendix A

Wages shall be paid in accordance with the following:

All current Secretaries who are below the applicable career level set forth below, and who are eligible to receive a pay increase at the start of the 2022-2023 work year, and each fiscal year thereafter, shall receive an increase of 1.25% of the employee's current base annual rate. In the 2022-2023 work year, each Secretary shall also receive a 2.25% Cost of Living (COL) increase. Each fiscal year thereafter, each Secretary shall receive a 2.25% COL increase.

All current Paraprofessionals who are below the applicable career level set forth below, and who are eligible to receive a pay increase at the start of the 2022-2023 work year, and each fiscal year thereafter, shall receive an increase of 1.5% of the employee's current base annual rate. In the 2022-2023 work year, each Paraprofessional shall also receive a 2.25% Cost of Living (COL) increase. Each fiscal year thereafter, each Paraprofessional shall receive a 2.25% COL increase.

The career level salary and entry level salary for Secretary listed herein below shall be increased from the 2022-2023 year by 2.25% in each remaining year of this Agreement. The career level salary and entry level salaries for Paraprofessional listed herein below shall be increased from the 2022-2023 year by 2.25% in each remaining year of this Agreement. Any employee who would otherwise receive a raise which would place the employee's wage rate above the career level rate which then exists shall only receive the then applicable career rate from that point forward. Any employee who would otherwise receive a raise which would place the employee's wage rate below the entry level rate which then exists shall receive the entry level rate at that point.

Entry level salaries are established as:

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Secretary	\$36,000.00	\$36,810.00	\$37,638.23
Paraprofessional			
C-1	\$15.00 per hr	\$15.34 per hr	\$15.68 per hr
C-2	\$16.50 per hr	\$16.87 per hr	\$17.25 per hr
C-3	\$20.00 per hr	\$20.45 per hr	\$20.91 per hr

Career level salaries are established as:

Secretary	\$46,500.00	\$47,546.25	\$48,616.04
Paraprofessional			
C-1	\$20.00 per hr	\$20.45 per hr	\$20.91 per hr
C-2	\$21.50 per hr	\$21.98 per hr	\$22.48 per hr
C-3	\$25.00 per hr	\$25.56 per hr	\$26.14 per hr

Employees working as C-2 Paraprofessionals receive an hourly differential of \$1.50 as a part of their wages. Paraprofessionals who are awarded positions in a classification other than that which they are currently working shall have that differential added or deducted to their base annual rate as appropriate. Nothing in this paragraph should be construed as to place an employee below the entry level rate or above the career level rate that is applicable at the time of the position change.