



CONTRACT AGREEMENT

Between

Wellsboro Area School District

And

**Wellsboro Education Support
Professionals Association**

October 10, 2018 to June 30, 2021

PREAMBLE

PURPOSE

The Wellsboro Area School District and the Wellsboro Area Education Support Professionals Association agree as follows:

The general purpose of this Agreement is to set forth terms and conditions of employment.

DEFINITIONS

1. "Wellsboro Area School District" is also herein referred to as "District", "Employer", and "Board".

2. "Wellsboro Area Education Support Professionals Association," and its legal successors, is also herein referred to as "Association", "Bargaining Unit", and "Employee".

3. "Fringe Benefits" shall refer to all bargained, non-mandated items which enhance the value of employment with the District.

4. "Benefit Day" shall be the unit which will be used when referring to the earning, accumulation and use of leave as outlined in Articles X, XI, and XII. A Benefit Day will consist of the number of hours normally worked by an employee within a 24-hour period - 12:00 A.M. to 11:59 P.M.

5. "Full-time", as used in this Agreement, refers to those employees whose normally scheduled work week is thirty (30) hours or more in the same job classification.

6. "Part-time", as used in this Agreement, refers to those employees whose normally scheduled work week is less than thirty (30) hours in the same job classification.

7. "Administrator", for the purposes of this Agreement, shall include the following positions:

- a. Superintendent
- b. High School Principal
- c. Middle School Principal
- d. Elementary Principal
- e. Director of Buildings and Grounds
- f. Business Manager
- g. Food Service Director

h. Assistant Principals

ARTICLE I

RECOGNITION

1-1 Exclusive Agent

The Board hereby recognizes the Association as the Exclusive Bargaining Agent for all full-time and regular part-time Employees in the Bargaining Unit certified by the Pennsylvania Labor Relations Board, PERA-R-8498-C and amendments thereto, for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment.

1-2 Unit Composition

The Bargaining Unit for which the Board recognizes the Association as the exclusive representative with respect to wages, hours, and other terms and conditions of employment shall be a unit comprised of:

All regular full-time and part-time secretaries, custodians, cafeteria employees, instructional aides, nurse assistants, library clerks, technology technician, and maintenance employees, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act, as certified by the Pennsylvania Labor Relations Board, June 10, 1976, PERA-R-8498-C; the unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-8498-C is hereby amended to include the positions of receptionist, secretary to the high school principal, secretary to the middle school principal, and secretary to the elementary school principal, PERA-U-83-62-E, August 19, 1983; further amended to include "all full-time and regular part-time maintenance employees", March 6, 1984, PERA-U-83-591-E.

1-3 Modification

No agreement, understanding, or consideration or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any Employee or group of Employees by the Employer or any of its agents or representatives unless it has been made, ratified, and agreed to in writing by the Employer and the Association. Any such agreement shall not constitute precedent in the future enforcement of any of the terms contained herein.

ARTICLE II

NEGOTIATIONS

2-1 Successor Agreement

The parties agree to enter into collective bargaining over a successor agreement in accordance with the provisions of Act 195 and Act 88. Either party may commence negotiations over the terms of a successor agreement by written notification thereof.

2-2 Copies

The District will provide the Association with an electronic copy of the Agreement, for the Association to distribute to its Members.

ARTICLE III

GRIEVANCE PROCEDURE

3-1 Definition

.01 A "grievance" is a complaint regarding the meaning, interpretation or application of any provision of this Agreement. Any grievance processed under the terms of this Agreement shall be initiated not later than twenty (20) days after the date the alleged grievance arises, or the grievance shall be barred from being presented.

.02 For purposes of this Article, "days" shall mean calendar days, except that Saturday, Sunday, or any scheduled school or legal holiday shall not be counted as the last day of any time limit.

.03 A "grievant" shall mean an employee, a group of employees, or the Association.

3-2 Procedure

.01 Step 1 - Informal

The grievant may, in company with his/her Association representative, submit and discuss in an informal conference a grievance report with his/her Administrative Supervisor, outside the Bargaining Unit, utilizing the form agreed upon between the Association and the Board. The Administrative Supervisor must reach a decision and communicate the same in writing within twenty (20) days after receipt of the grievance.

.02 Step 2 - Appeal to Superintendent

If a grievance is not resolved at Step 1, the grievant and the Association may, in writing, appeal the decision of the Administrative Supervisor to the Superintendent of Schools. Such an appeal must be filed within twenty (20) days after the date of the Administrative Supervisor's decision in Step 1. The Superintendent, or his/her representative, may hold hearings and must render his/her written decision within twenty (20) days after the receipt of the appeal on the grievance.

.03 Step 3 - Appeal to School Board

If a grievance is not resolved at Step 2, the grievant and the Association may further appeal, in writing to the Board. Such appeal must be filed within twenty (20) days after the date of the Superintendent's decision in Step 2. The Board shall hold a hearing or render a written decision without a hearing within twenty (20) days after the next regularly scheduled board meeting.

.04 Step 4 - Appeal to Arbitration

If a grievance is not resolved at Step 3, the grievance may be submitted to arbitration as provided in Article IX, Section 903 of Act 195. However, only the Association may submit or appeal a grievance in writing to arbitration. If the grievance fails to meet the criteria of Section 903 of the said Act, the decision of the Board in Step 3 shall be final. Initiation of a request for arbitration shall be made in writing within twenty (20) days after failure to agree in Step 3.

3-3 General Provisions

.01 Limitation

Failure by the grievant and/or Association at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits, unless there is mutual agreement on waiver of timelines, shall be deemed acceptance of the decision rendered at that step. Failure by the District and/or its representatives to respond to a grievance within the specified time limits, unless there is mutual agreement on waiver of the timelines, shall be deemed a denial of the grievance.

.02 Class Action/Association Grievance

The fact that a grievance may apply to more than one person shall not prevent the Association from presenting it on behalf of all affected Employees.

.03 Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and by a representative selected or approved by the Association.

ARTICLE IV

EMPLOYEE RIGHTS

4-1 Non-Discrimination

This Agreement shall be applied uniformly to and without discrimination among all Employees within the Bargaining Unit.

For information regarding civil rights or grievance procedures, and information regarding services, activities, and facilities that are accessible and useable by handicapped persons, contact Superintendent, Title IX/Section 504 Coordinator, 227 Nichols Street, Wellsboro, PA 16901.

4-2 Personnel File

In accordance with District Policy #524, an Employee shall have the right, upon written request, to review the contents of his/her personnel file in the presence of the Superintendent or his/her designee and to receive copies of any documents contained therein, except for material that is confidential or excluded by law. An employee shall be entitled to have a representative of the Association accompany him/her during such a review.

4-3 Just Cause

The district may discharge, demote, suspend, discipline, or reprimand an employee for just cause.

4-4 Legal Assistance

The Board shall provide reasonable legal assistance in proceedings in criminal action resulting from an assault upon an Employee while performing his/her duties.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

5-1 Release Time for Meetings

Whenever any representative of the Association or any Employee is scheduled by the Board or its representative to participate during regular working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

5-2 Association business Leave

Officers and delegates of the Association will be given a total of three (3) days leave with pay to conduct Association business each contract year, provided that no more than two (2) employees are granted such leave at any given time. Additional days may be granted by the Superintendent upon request of the Association. The Association will reimburse the District the cost of substitutes, if retained.

5-3 Use of Facilities - Buildings, Bulletin Boards, Mail Facilities and Mailboxes

The Association, upon Administrator approval, shall be permitted to use school buildings for meetings at reasonable after-school hours. The Administrator of the building in question will be notified in advance of the time and place of all such meetings.

The Association shall, upon Administrative approval, be entitled to make reasonable use of the school office bulletin boards for its notices to members.

The Association shall, upon Administrative approval, have the right to reasonable use of the inter-school mail facilities and school mail boxes, and employees' district supplied email for school related matters.

5-4 Maintenance of Membership

The District agrees that all Employees who are members of the Association and all those who become members in the future shall be subject to the maintenance of membership provision of the Pennsylvania Public Employees Relations Act, Act 195.

5-5 Dues Deductions

Payroll deductions for Association dues or fair share fees will be provided for those who request it, in writing, before October 1, and will be made thereafter for eighteen (18) regular pay periods from October

1 to June 30 of each year and monies so deducted will be transmitted monthly to the Wellsboro Area Education Support Professionals Association. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of/or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any such provisions. The Board shall not be responsible for the collection of such dues or fair share fees during any time an employee is not employed by the District. The Association shall provide its own legal counsel to defend against actions of an individual or group of individuals pertaining to fair share as presented in Articles 5-5 and 5-4.

In the event of an Employee's resignation or removal from the District, full annual dues or fair share fees will be deducted from final payment to the Employee, providing such complete deduction is expressly authorized by the Employee in writing to the District and notification of such resignation or removal is made sufficiently in advance to make such deduction convenient to the District.

5-6 Fair Share

.01 Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as determined annually by the Association (PSEA and NEA), to be per all terms of section 5-5.

.02 The District and the Association agree to comply with all provisions of said law.

.03 The Association agrees to extend to all non-members the opportunity to join the Association and receive all rights and privileges of membership.

ARTICLE VI

MANAGEMENT RIGHTS

6-1 Operations Management

It is understood and agreed that the Board, in its sound and sole discretion, possesses the right, in accordance with applicable laws, to manage all operations including, but not limited to, the direction of the working force, the right to plan, direct, and control the operation of all equipment and the property of the District, the classification and scheduling of personnel, including assignment changes from one building to another as needed within the same classification, and the right to make,

alter, publish, and enforce rules and regulations.

6-2 Managerial Policy

Matters of inherent managerial policy are reserved exclusively to the Board and its management. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

6-3 Subcontracting

The District has the right to subcontract Bargaining Unit work subject to a Meet and Discuss meeting (as defined in Section 701 of Act 195) with the Association over its impact upon wages, hours, and terms and conditions of employment of Bargaining Unit members. In the event the District considers subcontracting Bargaining Unit work resulting in layoff/reduction in hours, the District shall notify the Association in writing of such subcontracting. Subcontracting shall not be for the purpose of undermining the Association, but shall be motivated by considerations of efficiency, or the public interest.

ARTICLE VII

PROBATIONARY STATUS/SENIORITY

7-1 Probationary Period

.01 Time

All new employees shall be considered probationary employees for a period of sixty (60) 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 shall be placed in the lowest pay category for their classification. Upon successful completion of the probationary period, employees will be provided with a copy of the current collective bargaining agreement by the employer. The Association President will be notified in writing when employees have completed their probationary period.

.02 Rights Under the Contract

The terms and provisions of this Agreement are not applicable to probationary employees. It is understood that the Employer is the

sole judge of requirements and qualifications of all applicants for work and the sole judge of the qualifications of such probationary employees for retention by the Employer. Insurance benefits (medical, dental, and prescription) will commence with the first day after successful completion of the probationary period for employees who complete their probationary period on or before the fifteenth (15th) day of the month; for those who successfully complete their probationary period after the fifteenth (15th) day of the month, insurance benefits as referenced hereinabove shall commence with the first day of the next month following successful completion of the probationary period. All other fringe benefits will commence with the first day after successful completion of the probationary period. Seniority will then be retroactive to the first day of the initial probationary period.

03. Multiple Hires on the Same Date

In the event that two or more employees are hired on the same date, lots will be drawn at that time to determine the order of seniority of each individual employee hired on that date in relation to all other employees hired on that same date. Upon successful completion of the probationary period, such employees shall be added to the seniority list by date of hire and in the order as determined by lot for that particular date.

7.2 Seniority

.01 Definition - Types

(a) District Seniority

Length of continuous service from the first day of the initial probationary period, contingent upon successful completion of such probationary period, shall be known as "District Seniority".

(b) Classification Seniority

Length of service within each job classification shall be known as "Classification Seniority".

.02 Interruptions

The following shall constitute a break in continuous service and terminate seniority:

- (a) Resignation
- (b) Separation or discharge for cause
- (c) Retirement
- (d) Layoff for a period of twelve (12) months
- (e) Absence without leave for three (3) working days
- (f) Refusal of recall to work after layoff
- (g) Failure without cause to report for work upon expiration of leave of absence.

.03 Seniority List

A seniority list shall be posted on an annual basis in every school, listing both District and Classification Seniority. Said list shall be updated with new personnel as necessary, and a copy of the updating shall be sent to the president of the Association.

A seniority list as of the beginning date of the Agreement is attached as Appendix B. Bargaining Unit Employees will have thirty (30) business days after this Agreement signing date to notify the Employer of any disagreement with such list. If the Employee does not respond to the Employer within thirty (30) business days, the Employee's placement on this seniority list shall be irrevocable and shall establish their position for seniority purposes for the balance of their employment.

ARTICLE VIII

LAYOFF AND RECALL/VACANCIES AND TRANSFERS

8-1 Layoff and Recall

.01 Layoff/Reduction in Hours

When, at the discretion of the Board, layoffs become necessary, such layoffs shall be by classification seniority with the least senior person being laid off first. Notification shall be given ten (10) working days prior to layoff/reduction in hours.

.02 Bumping

(a) Displacement Within Classification

A laid-off Employee may bump another Employee in the same classification laterally or downwardly, provided he/she has greater District Seniority.

(b) Displacement Outside Classification

If there is no less-senior Employee within his/her classification, he/she may bump a less senior Employee in another classification, provided he/she has:

- (1) Greater District Seniority, and
- (2) Previously held a position in the classification,

.03 Recall

Employees will be recalled by the District following a layoff in the inverse order of such layoff. In the event an Employee informs the Employer of the refusal of such recall, the Employer will move to the next individual on the list. The District will not hire additional employees until all available qualified members have been recalled.

8-2 Vacancy and Transfer - Permanent Positions

.01 Posting

When a permanent job vacancy occurs or is anticipated within the bargaining unit and the employer wishes to have it filled, the employer agrees to post such vacancy on a bulletin board in each building for a period of seven (7) working days prior to the filling of such vacancy and notify the Association. For purposes of this section, vacancy means a job position which has become available as the result of the retirement, resignation, death or discharge of a current employee or as the result of the creation of a new or additional position by the employer. The seven (7) working day period may be waived in case of emergency. The Association shall be notified of the vacancy before any external advertising of job openings. If the job vacancy occurs during the summer months or when school is not in session, the employer agrees to utilize the automated phone message system for notification of job vacancies.

.02 Filling Vacancies

(a) Bidding

Vacancies shall be filled on the basis of qualifications as defined in Section 8-2.03(a) and district seniority. Qualified bidders will be considered first before external applicants are

sought. The bidder recommended to fill the vacancy shall be the most qualified for the position. If two (2) or more bidders are deemed by the employer to be equally qualified, the bidder with the most seniority in the Wellsboro Area School District shall be awarded the position.

(b) No Bids or No Qualified Bid

When no qualified bids or no bids have been submitted for a vacancy, the employer may fill the vacancy in any manner it deems appropriate.

.03 Qualification for Positions

(a) Qualified

As used herein, "qualifications" or "qualified" means having the required skills, abilities and physical fitness to move into a job and perform the required duties as determined by the Administration.

(b) Testing

Along with any other performance measures used by the District to determine qualifications for the filling of vacancies, the Employer shall require written, oral, and performance tests. Employees testing for a specific position on a specific date will be given the same test(s). A copy of the graded test shall be available for inspection by the employee.

(c) Transfers and/or Promotions

When an employee is transferred and/or promoted to a classification within the bargaining unit and there is a difference in the level of benefits received, the employee shall retain existing benefits until completion of a mandatory (30) work day trial period. A successful applicant must prove the ability to perform the functions, duties, and responsibilities of the job to the satisfaction of the employer. The employer may return an employee to the employee's former position at any time during the thirty (30) work day trial period without loss of the employee's seniority or other contractual benefits, or the employee may return to the employee's former position at any time during the thirty (30) work day trial period without loss of seniority or other contractual benefits, provided the employee

makes a written request and states the reason(s) for the request to return.

ARTICLE IX

HOURS AND WORKING CONDITIONS

9-1 Categories/Classification/Building Assignments

.01 Categories

(a) Full-time Employees

All twelve (12), eleven (11), ten (10) and nine (9) month Employees normally scheduled thirty (30) or more hours per week in the same job classification are classified as full-time.

(b) Part-time Employees

All Employees who are normally scheduled less than thirty (30) hours per week in the same job classification are classified as part-time. This category includes all part-time twelve-month employees (custodians, secretaries, and technology technician) who may work more than thirty (30) hours per week during the summer months.

.02 Classifications

a) Bargaining Unit Employee Classifications

- (1) Secretary
- (2) Custodial
- (3) Cafeteria
 - A. Manager
 - B. Worker
- (4) Nurse Assistant
- (5) Instructional Aide
- (6) Library Clerk
- (7) Maintenance
- (8) Technology Technician

Job descriptions, per policy, will define the above classifications.

(b) Current Employees

A list of Employees working as of the date of this Agreement and their present respective job classifications is attached and made a part of this Agreement as Appendix A.

.03 Buildings

The parties recognize that the District has differing needs and requirements at various buildings within the District. For purposes of identification, the District buildings are as follows:

- (1) Administrative Center
- (2) Charlotte Lappla Elementary School
- (3) Don Gill Elementary School
- (5) Rock L. Butler Middle School
- (8) Wellsboro Area High School

9-2 Hours

This Article defines the normal hours and weeks of work and shall not be construed as a guarantee of hours of work per day or per week, or of days or weeks per year.

.01 Regular School Work Week

The regular school work week shall begin at 12:00 a.m. on Monday and generally end Midnight Friday and shall normally consist of five (5) consecutive work days, unless the District designates an employee, at the time of hire, as one who may work a flexible schedule. This provision shall not apply to the High School, Middle School, and Don Gill School custodial positions.

.02 Saturday and/or Sunday Assignments

(a) Alternating Saturday Assignments

No employee shall regularly be required to work more than every other Saturday during the work year, unless the District designates an employee, at the time of hire, as one who may work a flexible schedule.

(b) Non-Availability

In the event that no employees are available for such work, the District may fill the positions by any method it deems appropriate.

(c) Compensation

Any employee required to work on Saturday or Sunday shall be compensated at one and one-half (1-1/2) times his/her normal hourly rate for all hours over forty (40) for the week.

.03 Standard Work Day

Regular hours of work for Employees shall normally be consecutive, except as interrupted by a thirty (30) minute eating period.

9-3 Breaks and Lunch

.01 Breaks

Each Employee who works eight (8) hours per day shall receive two (2) paid fifteen minute breaks. Each Employee working seven and one-half (7½) hours per day shall receive two (2) paid ten minute breaks.

Each Employee working at least four (4) hours but less than seven and one-half (7½) hours per day shall receive one (1) paid fifteen minute break per day. The above-mentioned breaks shall be scheduled by the immediate supervisor.

.02 Lunch

No Employee of the Bargaining Unit shall be paid for the one-half (½) hour eating period interval.

9-4 Changes in Scheduling

.01 Two-Week Notice

Hours and assignments are subject to change, from time to time, at the discretion of management. Work schedules showing the Employee's shifts, workdays, and hours will be posted two (2) weeks in advance on appropriate bulletin boards, or kept available for inspection by appropriate administrators.

.02 Snow, Emergency, Etc.

The normal workday or work week may be altered in case of snow or other emergency or unusual conditions, or for reasons considered important by the Employer. The implementation of this provision shall not be used for punitive reasons.

In the event of a delayed opening, employees are expected to report to work as close as possible to their normal starting time. No loss in pay will occur provided the employee works his/her regular work day.

In the event of delayed openings and early dismissals for emergencies, the employee will have the opportunity to make up the time.

In order to establish a uniform method for makeup time due to weather conditions resulting in a delayed start or early out, the following process will be followed throughout the district. The employee and the employee's immediate supervisor will write up a description of makeup work to be performed. This description is to be approved by the teacher and building principal. Upon completion of the makeup time, the employee, teacher and principal will sign and date the form, attached as Appendix D, and attach the form to the employee's time sheet. The makeup time needs to be completed within five (5) workdays after the event that caused the delay or early dismissal. If, due to extenuating circumstances, the time cannot be made up in five (5) workdays, an extension will be provided. However, in no case will the employee be allowed to enter into an overtime situation due to makeup time.

9-5 Overtime/Additional Work

.01 Definition

The standard work week for computation of overtime pay shall be forty (40) hours per week.

Time and one-half (1½) the Employee's hourly rate shall be paid for all hours in excess of forty (40). If an Employee is required to work on a scheduled holiday or on Sunday (and if Sunday shall not be a part of his/her regular work week), he/she shall receive one and one-half (1½) times his/her regular rate, exclusive of any premium or differential pay. Overtime under this article shall require the payment of the holiday pay in addition to the one and one-half hourly rate as provided in 10-2-01(b).

Additional work for employees in any district building shall be offered/assigned to the most senior district employee in that building and within that classification. If all employees in the particular classification and building refuse to work the additional hours, the least senior employee in that building and classification will be assigned the work. For purposes of calculating building seniority in this section, each employee who works in more than one building will

be considered to have one home building designated by the District.

.02 Requirements

Employees may be required to work overtime in cases of emergency, extenuating circumstances, or for efficiency. Prior notice of at least one day will be given, except in emergencies.

.03 Non-School Sponsored Activities

All Employees working for non-school sponsored and non-school related activities shall be paid at their appropriate hourly rate. Positions will be filled on a Classification Seniority basis using personnel at the building used. Failure to fill all positions will result in using District-wide Classification Seniority. It is understood that this section does not apply to per diem work for school athletic events.

9-6 Inclement Weather/Shut Down

.01 Inclement Weather

Although classes may be canceled due to inclement weather, maintenance, custodial, secretarial employees, and the technology technician are expected to report for work unless the Superintendent or his/her designee declares an emergency situation and closes all offices. If an emergency situation is declared, an Employee shall suffer no loss in pay through the closing of offices or buildings.

There will be no deduction in pay for reasonable lateness when in the judgment of the Superintendent the Employee has made a good faith effort to get to work on time. In such instances of lateness, the employee will make up the time in order to receive full pay. If the time cannot be made up on the day of the lateness due to inclement weather or other circumstances beyond the employee's control, the employee and supervisor will work out a mutually agreed upon schedule to make up the time in the same manner as set forth in Section 9-4.02 hereinabove.

.02 Shut Down

(a) No Loss In Pay

When an emergency occurs and an Employee is sent home before the normal shift is terminated, the Employee will suffer no loss in pay for that day. The Superintendent or his/her designee is the only person authorized to declare such an emergency.

(b) Additional Pay

If the Superintendent or his/her designee requests that an Employee remain during a shut down period, such Employee shall be paid one and one-half times (1-1/2) his/her normal hourly rate.

(c) Application Of This Provision

Application of this provision shall not be arbitrary and capricious.

9-7 Call Ins

.01 General

Any Employee who is involuntarily called to return to work from home outside his/her normal schedule of hours, shall be guaranteed a two-hour minimum. Any employee who is called in more than one time during any given two-hour time period will be paid only once for the two-hour period.

.02 Security and Safety Inspection

Employees required to make security and safety inspections on Saturdays, Sundays, and Holidays (unless such shall be their normal five-day week) shall be paid their appropriate hourly rate plus the then standard I.R.S. mileage rate for the term of this Agreement.

(a) It is understood that normally, except in emergency or unusual conditions, Sunday inspections in Wellsboro will be assigned to the same custodian or person who had worked on the Saturday previous to such Sunday.

(b) The District reserves the right to negotiate Saturday, Sunday, and Holiday inspections on a voluntary basis with persons, whether or not they shall be members of the Bargaining Unit. The District further reserves the right to utilize electronic technology to provide security and safety inspections.

9-8 Working Out Of Classification

.01 Regular Work Schedule/Temporary Assignment

If an employee is temporarily reclassified to work in a job classification other than his/her normal classification for a period of five (5) consecutive workdays or longer, the employee will be paid

at the lowest rate established for that classification or his/her present wage, whichever is higher.

.02 Additional Hours

If an employee is temporarily assigned to work hours in addition to his/her regular work schedule in a job classification other than his/her normal classification, the employee will be paid at the lowest hourly rate established for that classification.

Employees working additional hours out of classification may not work over a cumulative total of forty (40) hours per week in all positions without the prior approval of the Superintendent or the employer's designee. Under this section, an employee may work additional hours in another classification but not in lieu of the employee's regular position unless such employee is reclassified as set forth in Section 9-8.01 above. The District may choose to assign or not assign an employee to work additional hours in a work day if such employee would be unable to work a full shift in that work day without exceeding the employee's forty (40) hour limit for the week.

.03 Summer Work

The placement of non-Bargaining Unit employees during the summer months shall not result in the displacement of those currently employed during the summer months, including partial displacements such as reduction in hours, wages, or fringe benefits. At the written request of the employee and approval of administrative supervisor, flex time hours will be permitted. Further, it is clearly understood that all employees shall work their regularly scheduled number of hours; equal pay for equal work.

9-9 Additional Assignments - Temporary

.01 Temporary Vacancies

Positions which are vacant because the employee is temporarily absent or on leave for a period of at least (5) consecutive days with advance notice to the employee's supervisor shall be normally filled by present personnel from the same classification and building in order of District seniority. For the purpose of this section of the contract, Don Gill Elementary and Charlotte Lappla Elementary will be considered one building.

.02 Indication of Availability

Employees desiring such additional work must indicate their

availability to their Administrator at the beginning of each working month. Selection of such Employee assignments shall be made according to Section 9-9.01. An Employee refusing such extra work twice in any thirty (30) day period shall be disqualified for selection for a period of twenty (20) working days from the date of the last refusal.

.03 No Availability Listed

Where there are no Employees available from the same classification, Employees differently classified who have performed the work required previously, or are otherwise qualified, may be selected under the same conditions hereinbefore stated.

9-10 Compensatory Time

An Employee will be compensated for overtime work by the District when approved by his/her Administrator. Payment will be made in the same paycheck that makes payment for the coinciding normally scheduled days. Compensatory time will no longer be an acceptable labor practice for the District or the Employees.

9-11 Required Training

The District will provide opportunities for employees to obtain statutorily required training. If an employee does not take advantage of the opportunities provided by the District, the employee will be responsible for obtaining such training on his/her own. Should any employee be required to attend training on any day other than the employee's scheduled work day, the employee will be paid his or her regular rate of pay for the hours spent in the training/workshop.

9-12 Automobile Liability Insurance/Transportation of Students

The employer will, with respect to the School District's automobile liability insurance policy, secure coverage as "additional insured" to cover employees who are requested to transport students to approved school activities in such employee's own vehicles. No member of the bargaining unit shall be required to transport students for any reason.

ARTICLE X

VACATIONS AND HOLIDAYS

10-1 Vacations

.01 Eligibility

The following shall be applicable for all twelve (12) month full-time employees and part-time twelve (12) month employees (custodians, secretaries, and technology technician).

.02 Schedule

Each 12-month employee will be credited with vacation based on the number of full years of service completed as of that time, according to the following chart:

| Years of Service | Vacation Days |
|-----------------------|---|
| 3 months to 12 months | .5 per each month worked, up to 5 total |
| 1 or 2 years | 7 |
| 3 years | 10 |
| 5 years | 11 |
| 7 years | 13 |
| 9 years | 15 |
| 11 years | 17 |
| 13 years | 19 |
| 15 years | 21 |
| 17 years | 22 |
| 20 years | 25 |

Each 10-month and 11-month employee will receive five days of vacation leave, so long as the employee has worked the full preceding year. A 10-month employee who works less than the full preceding year will receive a prorated number of vacation days.

.03 Rate of Pay

Vacation pay will be at the Employee's regular hourly rate on a straight time basis.

.04 Scheduling

(a) Notice

At least five (5) calendar days advance notice is required to the taking a vacation.

(b) Approval

Employees may be granted vacation periods upon the approval of the Administrator.

(c) Consecutive Days

Vacation benefit days will be taken in consecutive days per week, except by mutual agreement between the Employee and the Administrator.

(d) Regular Schedule

Vacations may be scheduled at the discretion of the Employee, with approval of the District, and with the restriction that only one (1) Employee per classification per building may be off at the same time, unless approved by the Administration. First request shall prevail in the event of a request for vacation by two (2) or more Employees for the same period of time. No reasonable request for a particular vacation period shall be denied.

.05 Denial of Vacation

Normally vacations will be taken as scheduled. However, the Superintendent shall have the right to deny the taking of vacation upon payment of vacation pay, if operational requirements shall be deemed by him/her to so necessitate. If an Employee is thereby prevented from taking this vacation during the year, then such Employee shall receive for the period worked, both regular pay and vacation pay.

.06 Vacation During Holiday(s)

If a holiday or holidays fall during an Employee's vacation, that Employee shall receive holiday pay for the holiday, or an additional day off, in addition to his/her vacation pay, provided he/she has worked the full day prior and following the vacation (unless his/her absence on either of such days has been with the permission of the Employer for excused illness).

.07 Vacations - Non-Cumulative

Vacations unused at each Employee's anniversary date do not carry forward.

10-2 Holidays

The following days shall be recognized as paid holidays for full-time

employees and all twelve month part-time employees (custodians, secretaries, and technology technician):

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. First Day of Deer Season
9. Day before Christmas
10. Christmas Day
11. Day after Christmas
12. Day before New Year's

Eleven (11) month full-time secretaries and ten (10) month full-time secretaries shall be entitled to eleven (11) of the above listed paid holidays.

Twelve (12) month full-time Employees, the 11-month and 10-month full time secretaries, and twelve month part-time employees (custodians, secretaries, and technology technician) are eligible for all holidays listed above if the holidays occur during their normal work year. Part-time Employees who work less than twelve (12) months are eligible for the holidays of Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Year's, and Good Friday. Holiday pay will be paid on a benefit day basis.

.01 Compensation

(a) Eligible Employees who are off work due to observance of one of the above-named holidays will receive a benefit day's pay for such holiday not worked.

(b) Employees who are scheduled and actually perform the assigned work when scheduled to work on a holiday shall receive time and one-half (1-1/2) their normal hourly rate for the hours worked plus holiday pay. Failure to perform the assigned work shall mean a forfeiture of holiday pay. (See Section 9-5.01)

.02 Eligibility

(a) Holidays apply to Employees only if they occur during their normal work year.

(b) An "Eligible" Employee shall have:

(1) Completed his/her probationary period prior to the date of such holiday.

(2) Worked his/her last normally scheduled work day preceding such holiday and his/her first normally scheduled work day following such holiday unless absent on either of such work days due to sick leave, scheduled vacation, or with the permission of the Employer.

.03 Holidays on Saturday or Sunday

Holidays occurring on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the holidays occurring on Saturday shall be treated for all purposes under this Agreement as falling on the preceding Friday and shall for such purposes be observed on that Friday only. When the holiday schedule conflicts with the school calendar, the Superintendent and Association President shall reach mutual agreement regarding observance of holidays.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

11-1 Sick Leave

.01 Benefit Days

Sick leave shall be used for personal illness or disability except as detailed under Worker's Compensation (Section 11-2). Any Employee who is on layoff, child-rearing leave, military leave, emergency leave or other unpaid leave of absence is not entitled to sick leave allowance for the period on such layoff or leave. An Employee who is on layoff, child-rearing leave, military leave, emergency leave, or other unpaid leave of absence shall be ineligible for sick leave pay. An employee on maternity leave shall be eligible for sick leave pay to the extent set forth in Section 12-2.

On the opening day of each work year:

Full-time twelve (12) month Employees and part-time twelve month Employees (custodians, secretaries, and technology technician) shall be credited with ten (10) benefit days of sick leave allowance.

Full-time eleven (11) month secretaries and full time ten (10) month secretaries shall be credited with nine (9) benefit days of sick leave.

Full-time nine (9) month Employees shall be credited with eight (8) benefit days of sick leave allowance.

New employees who begin work during the normal work year shall accrue sick leave after successful completion of the probationary period on a prorated basis until the beginning of the next work year.

Part-time Employees who work less than (12) twelve months shall be entitled to eight (8) days of sick leave allowance.

The unused portion of any sick leave allowance shall accumulate from year to year without limitation.

.02 Doctor's Certificate

A doctor's certificate is required for an absence from work due to sickness for more than three (3) consecutive days. For absences of three (3) days or less, a doctor's certificate may be required by the Employer.

.03 Extended Leave/Disability Leave

An Employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay, and without benefits paid by the District, entirely at the discretion of the District, except as set forth in the Family and Medical Leave Act (FMLA) or other applicable law.

.04 Family Use

Employees may use up to five (5) benefit days each year of their accumulated sick leave for the care of family members who are incapacitated and require the assistance of the employee.

11-2 Workers' Compensation - Payment of Differential

Absence due to an employment related injury or illness, when so determined in accordance with the Pennsylvania Workers' Compensation Act, as amended, shall not be charged against the Employee's sick leave days.

At the option of the Employee, the Employer shall pay to such Employee the difference between his/her wage and the benefits received under the

Pennsylvania Workers' Compensation Act for the duration of the period of Workers' Compensation benefits. Such pay shall be calculated so that the tax exempt Workers' Compensation benefits plus the payment from the District after taxes are deducted from the District portion shall be the same as the net wage due the Employee for a normal work day. If such an option is chosen, the Employee will be charged time against his/her sick leave accumulated days to the proportionate amount of sick leave wage received at the regular daily rate. Such District benefit above Workers' Compensation benefits shall cease upon termination or suspension of Workers' Compensation benefits or upon exhaustion of Employee accumulated sick leave time, whichever first occurs.

Any absence beyond the period of Workers' Compensation benefits coverage may be covered under sick leave provisions to the extent an Employee has unexpended accumulated sick leave time or may be an unpaid leave of absence at the option of the Employee. The duration of an unpaid leave of absence shall be fixed by a written agreement between Employer and Employee.

11-3 Personal Leave

Personal leave is for reasons of compelling nature or personal reasons which require absence from work. Personal leave is at the discretion of the employee but subject to approval by the employer. Prior notice of three (3) calendar days is to be given to the Administrator.

.01 Full-time Employees

All full-time Employees (12-month) and part-time twelve (12) month Employees (custodians, secretaries and technology technician) shall receive three (3) paid personal benefit days per work year. Full time eleven (11) month and full time ten (10) month secretaries shall receive three (3) paid personal benefit days per year. All full-time nine (9) month employees shall receive two (2) personal benefit days per work year. If the personal days are not used in the work year, they will be accumulated to a maximum of five (5) benefit days. Any unused personal leave benefit days over the maximum of five shall be added to the Employee's accumulated sick leave prior to the beginning of the next contractual year.

.02 Part-time Employees

Part-time Employees who work less than twelve (12) months shall be entitled to two (2) personal benefit day. Personal leave not used during the work year shall accumulate to a maximum of four (4) days. Any unused personal leave days over the maximum accumulation shall be added to the employee's accumulated sick leave prior to the beginning

of the next contractual year.

11-4 Emergency Leave

An employee may be granted time off for reasons of emergency, subject to the approval of the Superintendent or his/her designee. Prior approval may be waived in case of emergency. Such time will be unpaid and will not be charged against sick leave, personal leave, vacation, holidays or any other leave benefit days, provided, however that an employee may use, at the employee's discretion, personal leave or vacation benefit days for emergency reasons. For purposes of this section, emergency shall be defined as any unforeseen situation requiring immediate action by the employee to avoid disaster or possible harm to health, safety or well-being of said employee or any member of the employee's immediate family.

11-5 Legal Leave

An employee subpoenaed for jury duty or subpoenaed to give testimony as a witness before any legally established judicial or administrative tribunal, except against the District, on behalf of the District shall be compensated for the difference, if any, between ordinary pay and pay received for the performance of such obligation and shall be entitled to a temporary leave of absence for time necessary to meet this legal obligation. As an alternative the employee will turn his/her jury duty pay over to the District and will suffer no loss in pay.

11-6 Bereavement Leave

.01 Days

Whenever an Employee is absent because of death in the immediate family of said Employee, there shall be no deduction in the daily pay of said Employee for absence not in excess of five (5) work days. In the event of the death of a near relative, said Employee may be allowed three (3) days leave of absence without deduction of daily pay. In the event of the death of a relative, said Employee may be allowed one (1) day leave of absence without deduction of daily pay.

.02 Definitions

(a) Immediate Family

Immediate family is defined as husband, wife, or child.

(b) Near Relative

Near relative is defined as father, mother, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild,

grandparent, grandparent-in-law, or near relative who resides in the same household, or any person with whom the Employee has made his/her home.

(c) Relative

Relative is defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

12-1 General Provisions

.01 Benefits

Employees, while on leave as detailed in Article XII, shall be permitted to continue their insurance coverage by remitting, in advance, the full cost of the monthly premium to the business office, except as defined by the Family Medical Leave Act or other applicable law.

.02 Extension and Renewals

All extensions or renewals of the following leaves shall be applied for in writing, and granted or denied, in writing, by the District according to normal procedures.

.03 Status of Benefits

(a) Seniority accrues during approved leave.

(b) Other benefits do not continue to accumulate but those accumulated to the first day of leave are not lost while on leave and shall be reinstated upon returning to work.

12-2 Maternity/Child Rearing

.01 Notification, Duration of Leave

Parents of newborn or adoptive children may take a leave of absence not to exceed six (6) months for child care purposes. Such request for leave must occur no later than fifteen (15) days from birth or arrival of the adoptive child. Such leave of absence must be applied for, and then approved in writing by the Employer. Upon the

request of the Employee and at the discretion of the Superintendent, maternity/child rearing leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

.02 Physician Certificate

An Employee who is disabled by pregnancy may return to work when the Employee's physician certifies, in writing, to the Employee's ability to assume her duties when medically feasible. The Employee shall give the District at least two (2) weeks' advance notice of the date she intends to return to work.

.03 Without Pay

All maternity/child rearing leaves are without pay and paid fringe benefits (health insurance and life insurance), except as set forth in the Family and Medical Leave Act (FMLA) or other applicable law.

.04 No Loss of Seniority

An Employee shall not lose seniority by reason of maternity/child rearing leave.

.05 Use of Sick Leave

An Employee may use accumulated sick leave for the period, certified by a physician, of actual disability and inability to work. The written request for maternity leave must indicate the Employee's preference for use or non-use of such sick leave days.

12-3 Military Leave

The District will grant time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard. An Employee shall receive such pay as is afforded by the Public School Code.

ARTICLE XIII
INSURANCES

13-1 Health Care Insurance (medical and prescription drug)

.01 Coverage

Health insurance (medical and prescription drug) benefits shall

be as follows:

(a) The current PPO Plan C will remain in effect upon ratification of this Agreement. Effective January 1, 2019, all eligible employees shall have their health insurance benefits (medical and prescription drug) provided through the Blue Care PPO Plan Option E, as provided by First Priority Life Insurance Company (FPLIC), formerly Northeastern Pennsylvania Blue Cross (NEPA) or equivalent (same) coverage via another plan/provider selected by the parties consistent with the provisions set forth in Section 13-6 of this Article XIII.

Employees shall contribute the following monthly amounts via payroll deduction for the applicable plan selected by the employee. Such amounts shall be made as pre-tax deductions through an IRC Section 125 Plan. The District shall pay the remaining applicable monthly premium deposit amounts for the plan selected by the employee.

The employee's premium share will remain status quo until the plan changes on January 1, 2019, at which time the premium share will change to \$50 per month. Effective July 1, 2019, the premium share will be \$60 per month, and effective July 1, 2020, the premium share will be \$70.

(b) The plan will include a standard coordination of benefits rider equivalent to that of Blue Cross/Blue Shield of Northeastern Pennsylvania (NEPA).

(c) The District shall provide to each Employee a description of the health care insurance coverage provided under this Agreement which shall include a description of conditions and limits of coverage.

(d) The employer's liability shall be limited to payment of premiums as stated above and to a proper listing of those eligible for insurance.

(e) If a husband and wife are jointly employed by the District, the District will provide the appropriate two-person or family plan to one spouse.

(f) In the event that an eligible employee elects to not receive coverage under the District's health care insurance program, such employee shall receive annual compensation in the amount of two thousand seven hundred fifty dollars (\$2,750), which amount shall

continue to be paid to the employee so long as the employee does not participate in the District's health insurance program. Payment shall be made on the last pay of the school year. Any employee who elects to take this waiver/buy-out provision must annually provide the District with proof of medical insurance coverage. Any employee who elects the medical insurance buy-out retains the right to re-enroll in the health insurance plan upon proper notification to the District and in accordance with the terms of the health insurance plan. Such reinstatement will occur immediately upon proper notice and the employee will be paid a prorated share of the annual waiver of insurance/buy-out amount. It shall be the employee's responsibility to notify the Business Office annually of the employee's intent to waive health care insurance. Such program shall be in compliance with applicable IRS regulations.

(g) The District will maintain an IRC §125 Plan to include the following components:

- 1) Premium Conversion for employee contributions to medical, dental, and/or vision insurance plans;
- 2) Medical Care Reimbursement Account at the maximum amount allowed by law for an employee contribution and no District contribution; and
- 3) Dependent Care Reimbursement Account at the maximum amount allowed by law for an employee contribution and no District contribution.
- 4) Employee participation is voluntary. The employee is responsible for understanding the benefits and risks of the program. Selection of and changes to the Plan Administrator shall be made by mutual agreement of the District and the Association.
- 5) The FSA plan will permit employees to rollover up to \$500 into each subsequent years, in accordance with IRS guidelines.

.02 General

(a) Full-time Employees

Except to the extent set forth in Section 13-1.01 (a) of this Article XIII, the District shall pay the full premium to the insurance carrier for full-time Employees and their families if so desired.

(b) Part-time Employees

Part-time Employees shall have the opportunity to participate in the group and shall pay their own premium through monthly billing.

13-2 Dental Insurance

The District shall provide a dental program for the individual full-time Employee for the duration of this Agreement. Beginning as soon as permitted by the carriers, the District will move to the Delta Dental Plan and will assure that any changes to the plan will at least meet the minimum standards outlined below. Part-time Employees in the dental program shall pay their own premium through monthly billing.

The individual program shall include:

| | |
|--|------------|
| The Basic Program | (100% UCR) |
| Oral Surgery | (100% UCR) |
| Prosthetics and Crown, Inlay and On-lay Restorations | (50% UCR) |
| Periodontal Services | (50% UCR) |
| Payment of Benefits - Usual, Customary and Reasonable (UCR) Method | |

Full-time or part-time employees may purchase dental insurance for their spouse and dependent children and pay their own premium through monthly billing.

13-3 Life Insurance, Accidental Death and Dismemberment

All full-time Employees covered by this Agreement shall be provided with group life insurance and accidental death and dismemberment insurance of \$30,000 for the duration of this Agreement. All part-time Employees covered by this Agreement shall be covered by \$15,000 of like insurance. Such policy shall include a double indemnity clause and be approved by the District.

13-4 Retired Employees Insurance Program

.01 Health Insurance

Retiring employees shall be eligible to buy into the appropriate group plan of basic health insurance benefits, providing they pay their own premium and have not yet reached the age of 65, at which time coverage converts to a government sponsored medical insurance plan or one associated with the Public School Employees Retirement System.

13-5 Notice of Coverage

On an annual basis, all Employees shall be notified of their insurance coverage.

13-6 Memo of Understanding

In the event that the Employer or the Association determines that hospital, doctor, major medical, or other health care insurance detailed in this Agreement can be provided more efficiently and/or inexpensively by an insurance carrier other than the current provider (currently First Priority Life Insurance Company (FPLIC), formerly Blue Cross of Northeastern Pennsylvania), the Employer or Association will notify the other party to the Agreement for mutual talks about the feasibility of transferring coverage to an insurance carrier other than the current provider (currently First Priority Life Insurance Company (FPLIC), formerly Blue Cross of Northeastern Pennsylvania), and service under another health plan shall be equivalent insurance coverage detailed in this Agreement.

Any mutual agreement arising out of the talks shall be in writing and signed by the Employer and the Association before coverage can be transferred from the current provider (currently First Priority Life Insurance Company (FPLIC), formerly Blue Cross of Northeastern Pennsylvania) to another carrier.

Any signed agreement shall be binding on the Employer and all present and past Employees of the Association covered under this Agreement.

13-7 Vision Insurance

.01 General

The School District shall provide for all eligible employees a vision insurance plan provided through the PSEA Health and Welfare Fund. Such vision plan shall include the following benefits:

- Vision Examination
- Tonometry
- Lenses
- Frames
- Contact Lenses
- Low Vision Aides

ARTICLE XIV

WAGES

14-1 Wages

Effective October __, 2018, all employees shall receive a wage increase of eighty-five cents (\$0.85) on their hourly wage then in effect.

Effective July 1, ~~2015~~ 2019, all employees shall receive a wage increase of thirty-five cents (\$0.35) on their hourly wage then in effect. Effective July 1, ~~2016~~ 2020, all employees shall receive a wage increase of thirty-five cents (\$0.35) to their hourly wage then in effect.

14-2 Pay Dates

Pay dates will be every other Friday. In the event Friday falls on a bank holiday, direct deposits will be available on the last bank day prior to the bank holiday.

14-3 Direct Deposit

All employees will participate in direct deposit at the bank or financial institution of the Employee's choice.

14-4 Term of Agreement

This Agreement shall become effective October 10, 2018, and shall continue in full force and effect through June 30, 2021.

ARTICLE XV

ADDITIONAL COMPENSATION

15-1 Travel Allowance

Employees who are required to use their own means of transportation to and from schools within the District in the performance of their jobs, excluding reporting to and from work, will be reimbursed at the rate approved by the I.R.S. In situations where the District has planned for off-site in-service instruction for bargaining unit employees with District-provided transportation, any employee who chooses to use his/her own transportation does so at his/her own expense.

15-2 Retirement Severance

At the time of retirement, as defined by PSERS, during the term of this Agreement, the full-time Employee shall receive \$15.00 per day for all unused sick days accrued as of June 30, 2004 with no maximum payment amount

and thirty dollars (\$30) per day for all unused sick days accrued after July 1, 2004 with a maximum payment of \$3,000 (cap of 100 days), provided the Employee has a minimum of ten (10) years of service with the District.

At the time of retirement, as defined by PSERS, during the term of this Agreement, part-time employees shall receive twenty dollars (\$20) per day for all unused sick days accrued after July 1, 2004 with a maximum payment of ~~\$800~~ \$2,000 (cap of 100 days), provided the employee has a minimum of ten (10) years of service with the District.

15-3 Death Benefit

If an Employee with ten (10) or more years of service dies, the Employee's estate shall be paid for any unused vacation or personal days for which the Employee is eligible at his/her regular hourly rate. Sick days will be paid as set forth in Item 15-2.

ARTICLE XVI

MISCELLANEOUS

16-1 No Strike - No Lockout

Both parties agree to abide faithfully with the provisions of Pennsylvania Employee Bargaining Unit Law, Act No. 195. As a condition of the various provisions of the Agreement to which the parties have agreed, the District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement, and Association pledges that members of the Association will not engage in a strike (as that term is defined in Act No. 195) during the term of this Agreement, and the Association will publicly disavow any such action by the Employees. A closing of District facilities in connection with a strike by another bargaining unit associated with the District shall not be considered a lockout.

The Board shall not cause Employees of the Bargaining Unit to be laid off during a strike or work stoppage of another Bargaining Unit solely for the purpose of gaining concessions in negotiations then current, nor if other non-supervisory employees are doing work normally performed by Bargaining Unit members.

The Board shall be under no obligation to discuss or bargain with the Association concerning Employees on strike or concerning the subject of any strike, so long as the strike occurs and/or continues during the term of this Agreement.

16-2 Separability Clause

The parties agree that if any provision of this Agreement or application of this Agreement to any Employee or group of Employees is held to be contrary to law or insurance carrier regulations, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law or insurance carrier regulations; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within thirty (30) days of receipt of notification of the final, unappealable court or administrative action, negotiations shall commence, during which a new agreement on such matters shall be reached.

All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the Collective Bargaining Agreement.

16-3 Savings Clause

Nothing contained herein shall be construed to deny or restrain any Employee such rights as are mandated by law, including the Public School Code of 1949, as amended, (except that the Board may proceed under Section 514 of the Public School Code of 1949, as amended, and not be in violation of this Agreement), and the provisions of Act 195 and Act 88, but such rights shall be deemed in addition to those provided herein.

Attest: WELLSBORO AREA SCHOOL DISTRICT

By: _____ By: _____
Secretary President

Attest: WELLSBORO AREA EDUCATION
SUPPORT PROFESSIONALS ASSOCIATION

By: _____ By: _____
Secretary President