



SOUTHERN LEHIGH SCHOOL DISTRICT WAGE & BENEFIT AGREEMENT

FOR

10-MONTH SUPPORT EMPLOYEE GROUPS

HEALTH SERVICES  
INSTRUCTIONAL ASSISTANTS  
FOOD SERVICES and  
STUDENT MONITORS

2022-2023

2023-2024

2024-2025

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## **SECTION I—Recognition of Employee Group**

The members of this group agreement (also referred to as Employees) recognize the District (also referred to as the Employer) as the sole and exclusive agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees listed below in this agreement.

### **Employee Groups:**

Health Services: Licensed Health Room Nurses, Licensed Personal Care Assistants, Health Room Paraprofessionals

Instructional Assistants: All Instructional Assistants

Food Services: Lead Cafeteria, Assistant Lead Cafeteria and Cafeteria Workers

Student Monitors: Cafeteria/Recess/Hallway Monitors

and any other employees of the District as may be hereafter designated by the Board of School Directors (hereafter referred to as the Board), excluding management level employees, supervisors, and confidential employees as defined in the Pennsylvania Public Employee Relations Act of 1970.

Seasonal, temporary or substitute workers, as they are not considered regular employees, are not recognized as part of this employee group and agreement.

## **SECTION II—Term of Agreement**

This wage and benefit agreement is entered into on the 1<sup>st</sup> day of July 2022 and will remain in full force and effect through the 30<sup>th</sup> of June 2025. Effective July 1, 2022, this agreement replaces and supersedes the agreement between the parties for the period of July 1, 2019 to June 30, 2022, which shall thereafter be of no force or effect.

## **SECTION III—District Prerogative**

The management of the School District premises and equipment and direction of the working forces, including the right to hire, classify, assign, promote, transfer, discipline, discharge for proper cause, promulgate reasonable working rules, to establish working schedules and the right to modify or move any equipment, premises or type of service rendered to the public is vested exclusively in the School District.

## **SECTION IV—Non-Discrimination**

Southern Lehigh School District is an equal opportunity educational institution and it will not discriminate on the basis of race, religion, age, color, national origin, sex, handicap or limited English proficiency in its activities, educational and vocational programs or employment practices as required by Title VI, Title IX, and Section 504 and the Americans with Disabilities Act.

All inquiries concerning this agreement/questions regarding specific programs, services and facilities for the handicapped should be directed to the Employer's Equal Rights Officer, Southern Lehigh School District, 5775 Main Street, Center Valley, PA 18034.

## **SECTION V—Probationary Period**

All new Employees working thirty (30) or more hours per week are probationary for the first six months of continuous employment. All new Employees working less than thirty (30) hours per week are probationary for the first thousand (1000) hours of continuous employment. Probationary employees shall have no seniority rights and may be disciplined, discharged, terminated or laid off at any time at the sole discretion of the District and not subject to the Complaint Procedure set forth in this agreement. Upon satisfactory completion of the probationary period, the new Employee shall be considered non-probationary in nature and shall acquire seniority status dating back to the time when the Employee actually commenced working following the date of hire.

## **SECTION VI – Evaluation of Employees**

All full-time and part-time Employees shall be provided performance reviews by their immediate supervisor, building administrator or designee. All written evaluation documents will be given to the employee and included in the personnel file. An Employee's performance may be reviewed as often as deemed necessary by the District.

## **SECTION VII—Discipline and Just Cause**

No Employee shall be disciplined, discharged, or reduced in rank or compensation without just cause.

The Employer shall have the right to publish and enforce disciplinary rules and safety regulations. The affected Employee shall have the right to process any disciplinary action through the Complaint Procedure.

## **SECTION VIII—Employee Rights and Responsibility**

Whenever an Employee as a complainant is scheduled to attend a meeting by the District to participate during working hours in resolution proceedings, he/she shall suffer no loss in pay.

## **SECTION IX – Seniority and Furlough (Food Services Employees)**

This section pertains to **Food Service Employees**.

Seniority shall be defined as the length of an Employee's continuous service with the Employer. Seniority shall be computed from the Employee's most recent date of hire and shall not include temporary, seasonal and/or substitute service. Seniority will be granted to full-time Employees after six months of continuous employment and part-time Employees after 1000 hours of continuous employment, assuming satisfactory evaluation of work performance. Should an Employee's work performance be judged unsatisfactory, seniority privilege may be delayed and immediate termination may result. The Employer will maintain a seniority list by job classification (Secretarial-Administrative Support Employees, Custodial & Maintenance Employees, Food Service Employees).

All seniority rights shall be lost and an Employee shall be deemed terminated if the employee:

1. Quits or resigns.
2. Is discharged for just cause.
3. Does not return/report to work after five (5) consecutive days notice of recall after lay-off.

4. Is absence from work and working elsewhere during the absence.
5. Is absent for three (3) consecutive scheduled working days without notice and the Employers expressed consent.
6. Fails or refuses to work as required after termination of leave of absence unless an extension of leave has been granted or a request to extend the leave is made no less than forty-eight (48) hours prior to expiration of said leave.

In the event of a lay-off or furlough, the employer will give preference to seniority providing fitness and ability among Employees are substantially equal. The capability of the Employee to do the work will be the determination of the Superintendent and/or his/her designated representative(s), and said determination shall be final. Furloughed Employees shall be recalled by classification in order of seniority (the last Employee laid off shall be the first recalled according to seniority). Employees with less than two years of service shall retain seniority and recall privileges for six (6) months and Employees with more than two years of service shall retain seniority and recall privileges of one (1) year. It is the responsibility of furloughed Employees to keep current address and contact information on file with the District.

### **SECTION X—Vacancies**

Employees of the agreement may apply for other full or part time vacancies advertised by the District. The selection of the person to fill a vacancy shall be at the Employer's sole discretion and the decision shall be final and binding.

### **SECTION XI—Complaint Procedure**

It is the position of the Employer and Employees of this agreement that reconciliation and disposition of complaints is in the best interests of students and the District community whom both serve. Therefore, all complaints arising by an Employee alleging the misapplication or misinterpretation of this agreement by the Employer shall be settled in the following manner:

Step One: The Employee initiating the complaint shall present said concern to the appropriate Supervisor/Administrator within ten (10) workdays of the initial or alleged occurrence. The complainant shall set forth the facts of the situation claimed as a concern and identify the Article of the agreement relied upon in alleging the complaint. The Supervisor/Administrator shall provide the Employee with an answer to the complaint within ten (10) working days.

Step Two: In the event the complaint has not been satisfactorily resolved in Step One, the Employee may submit the complaint in writing to the appropriate next level Supervisor/Administrator or Director of Human Resources who shall respond to the complaint in writing to the Employee within ten (10) workdays of submission.

Step Three: If the complaint is not satisfactorily resolved in Step Two, the complaint may be referred to the Superintendent or his/her representative within ten (10) workdays following the next level Supervisor or Director of Human Resource's reply. The Superintendent or his/her designated representative shall reply to the Employee with respect to the complaint within ten (10) workdays after the matter has been referred. The Superintendent's designee, if assigned, must provide the Employee with the opportunity to present the complaint directly to the Superintendent at the Employee's request.

Step Four: If the action in Step Three fails to resolve the complaint to the satisfaction of the complainant, the matter may be referred, in writing, to the Southern Lehigh Board of School

Directors within thirty (30) days. The Board shall respond, in writing, within ten (10) working days after the next regular Board meeting. The decision of the Board shall be final.

The time limits in the Complaint Procedure may be extended by mutual agreement.



**SOUTHERN LEHIGH SCHOOL DISTRICT**

**Complaint Procedure Form**

**Employee Name:**\_\_\_\_\_ **Date Submitted:**\_\_\_\_\_

**Building:**\_\_\_\_\_ **Supervisor:**\_\_\_\_\_

**Statement of Complaint** *(Please describe the specific nature of your complaint and explain how it conflicts with the terms of your Employee Wage and Benefit Agreement).*

**Action Requested:**

**Signature of Employee:**\_\_\_\_\_

=====

**DECISION**

**Decision:**

**Explanation of Decision:**

**Signature of Supervisor/Administrator:** \_\_\_\_\_

**Date of Decision:**\_\_\_\_\_

## **SECTION XII—Hours of Work**

### **Hours**

The payroll workweek shall start at 12:00 AM on Sunday and end at 11:59 PM on Saturday.

Health Services, Instructional Assistant, Food Services and Student Monitor Employees work 10-months of the year in accordance with the school calendar, which is subject to change. The minimum work year for Employees in this group will be scheduled to match that which is necessary to support students in meeting annual state mandated instructional day or hour requirements.

Full-time Employees work 37.5 paid hours per workweek. A normal workday consists of 7.5 paid hours, includes two 10-minute breaks, and is exclusive of an unpaid lunch. Workday start and end times are assigned as the discretion of the Employer.

Part-time Employees are those who work less than 30 paid hours per workweek on a regular and consistent basis (non seasonal, non substitute). Workday hours may vary, and are exclusive of an unpaid lunch. Part-time Employees working 4 hours or more per day shall receive one (10) minute break. Workday start and end times are assigned at the discretion of the Employer.

### **Work Hour Limitations**

Full-time Employees included in this agreement may not be scheduled nor accept other positions within the District such that their combined total paid hours worked per week exceeds forty (40) hours, unless expressly approved by the Board.

Part-time Employees included in this agreement may not be scheduled nor accept other positions within the District such that their combined total paid hours worked per week exceeds twenty-nine (29), unless expressly approved by the Board.

Subject to prior approval by the District and School Board, and in extremely limited circumstances, non-exempt employees may be permitted to volunteer for coaching or advisor positions that receive a nominal stipend.

While not part of this agreement, it is recognized that seasonal and temporary or substitute workers may be necessary. These workers may not be scheduled to work in one or more positions within the District such that their combined total hours worked per week regularly exceeds twenty-nine (29) unless expressly approved by the Board.

### **Meal Breaks**

Meal Breaks—All Employees working in excess of 5 hours per day shall have at minimum a thirty (30) minute unpaid meal break at such time as scheduled by their immediate supervisor or designated representative.

## **Overtime**

Hours worked in excess of 37.5 and equal to or less than 40 hours per week will be paid to non-exempt Employees at their regular hourly rate. Time and one-half (1½) shall be applied to non-exempt Employee's regular hourly rate for work performed in excess of forty (40) straight-time hours in any normal workweek. Employees shall be required to work overtime as directed by the Employer. Overtime shall be calculated and paid only when the immediate supervisor has specifically asked the Employee to work overtime hours.

Time and one-half (1½) shall be applied to part-time Food Service Employees regular hourly rate of pay for work performed at evening or special event functions.

## **Call In Duty (Food Service and Cafeteria/Recess Monitor Employees)**

### **Food Services Employees:**

Regular Food Service Employees required to report to work for an emergency call-in shall be guaranteed two (2) hours of pay at 1½ times the Employee's regular rate of pay.

Food Service Employees shall be subject to adjustments in working hours during inclement weather events, or other instances where the hours need to be adjusted.

### **Student Monitor Employees:**

Cafeteria/Recess Monitor Employees may be subject to adjustments to their normal start and end times or working hours on days when school-wide special events necessitate a change in the school day schedule, and during inclement weather events.

## **School Emergencies / Inclement Weather**

All full and part-time regular Employees are to report for work as assigned unless otherwise instructed through the Superintendent's office using the in place district communication systems.

Health Services and Instructional Assistant Employees will not be paid during inclement weather day closings, early dismissals and delays, however, may have the option to make up an equal number of work hours lost due to a delayed opening or early dismissal of schools with supervisor approval. To the degree that it is feasible, Employees electing to make up these work hours should try to do so during the same pay period.

Lead, Assistant Lead and Cafeteria Worker Employees will not be paid during inclement weather day delays, early dismissals and closings except as expressly noted below:

- Whenever a regular Food Service Employee has already reported to work and is prevented from working the normal number of hours in his/her shift due to 1) a delayed start that changes to school closure, or 2) an unplanned early dismissal of students, he/she will be paid for a minimum of two (2) hours at his/her regular rate of pay.

Cafeteria/Recess Monitor Employees will not be paid during inclement weather day delays, early dismissals and closings except as expressly noted below:

- Whenever a regular Cafeteria/Recess Monitor Employee has already reported to work and is prevented from working the normal number of hours in his/her shift due to 1) a delayed start that changes to school closure, or 2) an unplanned early dismissal of students, he/she will be paid a minimum of one (1) hour at his/her regular rate of pay.

### **District In-service / Professional Development Days (Nurses, Personal Care Assistants, Health Paraprofessionals and Instructional Assistants)**

All full-time and part-time Health Services Employees and part-time Instructional Assistants (Title I, ESL, MTSS, SpEd, 1:1, Behavior Support IAs, etc.) who regularly work twenty-five (25) or more hours per week are expected to work on District scheduled In-service / Professional Development days. It shall be understood that the schedule on these days is intended to accommodate District-wide learning activities. A normal In-service / Professional Development day consists of 7.5 hours, including six (6) paid work hours, and is exclusive of an unpaid 1½ lunch break. Any deviation, adjustment, or permitted accommodation made to the normal In-service / Professional Development day schedules will be communicated and approved by the District administration.

### **20-Hour Paraprofessional Development Work Year Requirement (Instructional Assistants and Personal Care Assistants)**

All District Instructional Assistants (Title I, ESL, MTSS, SpEd, 1:1, Behavior Support IAs, etc.), and Personal Care Assistants are required to participate and submit evidence of completion of 20 hours of continuing professional education annually. This requirement is prorated for Employees working less than twenty-five hours per workweek or who begin their employ after the start of the school year. Continuing professional education will take place on District-wide In-service days or on other dates and times as determined or approved by the administration. Professional development opportunities may be offered at the department, building or District level, through learning institutes, online learning, and summer programming. The District shall determine the mode of delivery and the content of any District provided professional development training.

### **Shift Change**

Shift changes may occur with reassignment. Changes deemed necessary by the Employer may be made and Employees shall be given appropriate notice and time to respond.

### **SECTION XIII – Paid Time Off**

Eligibility: Paid time off applies to all full-time Employees and to part-time Employees who regularly work a **minimum of 15 hours per week** as stipulated below.

Attendance and punctuality at work are important. SLSD employees are expected to be present for work and adhere to their assigned schedule. Employees taking time off for valid reason must report time spent not working during their scheduled day / shift using the appropriate employee absence reporting system.

Employees are expected to enter time off in full day, partial day or hourly increments as directed by the Employer. Employees are not expected to request time off that exceeds that which is available in their leave balances and that which is provided for annually by way of this agreement. It should be understood that excessive absenteeism or lateness to work may result in disciplinary action.

### **Holidays**

Ten (10) month Employees who regularly work **twenty-five (25)** or more hours per week will receive pay at their regular rate for the following **six (6)** specified holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day.

Ten (10) month Employees who regularly work **fifteen to twenty-four (15-24)** hours per week will receive pay at their regular rate for the following **four (4)** specified holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Holiday pay will be calculated and paid at the average of an Employee's normal workweek hours divided by five (5).

Any Employee who is absent without approved paid leave either the scheduled workday before or the scheduled workday following a holiday will forfeit the holiday pay.

Employees working for the District in more than one position are not eligible for holiday pay based upon the combining of the positions hours.

Employees must be actively working to be eligible for holiday pay. Employees are not entitled to holiday leave pay during any unpaid leave of absence.

### **Sick / Family Sick Leave**

Sick leave is granted annually and available to Employees during the school year. Sick leave will be prorated for new employees starting after the beginning of the school year.

A sick "day" is the proportional equivalent to an Employee's normal workweek hours divided by five (5). Sick time will be paid at the Employee's regular rate. At no time may an Employee's use of sick leave pay exceed their regularly scheduled workday and/or workweek hours.

Sick leave may be used for either Employee or family illness. If not used these days will accumulate and may be used for Employee illness only in successive years. For the purpose of this section, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.

The Employer may require Employees to submit a physician's note to substantiate illness at anytime. On the third (3<sup>rd</sup>) day of sick leave absence, the Employee must contact their supervisor or Administrator by telephone and provide a status update regarding their absence. Should an Employee use five (5) consecutive sick leave days, certification of illness by a licensed medical professional (physician, Physician's Assistant, Nurse Practitioner) will automatically be required to return to work. Employees absent from work in excess of five (5) days who fail to inform the District and/or offer sufficient medical documentation to justify their absence may be considered to have abandoned work. The misuse of sick leave shall be considered a serious infraction and subject to disciplinary action.

Employees must be actively working to accrue sick leave. Employees are not entitled to sick leave pay during any unpaid leave of absence.

# Months Worked	# Hours/Week Worked	# of Sick "Days"
10 Month Employees	25+ hours per week	10
10 Month Employees	15-24 hours per week	5
10 Month Employees	Less than 15 hours per week	0

### Personal Leave

Personal leave is granted on annually and available to Employees during the school year. Personal leave will be prorated for new employees starting after the beginning of the school year.

A personal "day" is the proportional equivalent to an Employee's normal workweek hours divided by five (5). Personal days will be paid at the Employee's regular rate. At no time may an Employee's use of Personal leave pay exceed their regularly scheduled workday and/or workweek hours.

If unused, Personal days will accumulate year to year without limitation. Employees are restricted to the use of five (5) Personal days in an agreement year (July 1-June 30). Exception to the five (5) day use maximum may be requested by an Employee and submitted to the Superintendent or designee for consideration and approval. Personal leave will be appropriately prorated for Employees hired after July 1.

Personal days shall be approved by the appropriate Supervisor/Administrator in such a manner so as to ensure the efficient operation of the school / district departments. Personal leave days will be granted provided permission is obtained from the immediate Supervisor or designee with twenty-four (24) hours advance notice whenever possible.

Employees must be actively working to be eligible for Personal leave pay. Employees are not entitled to Personal leave pay during any unpaid leave of absence.

Employees shall be entitled to personal leave benefits as follows:

# Months Worked	# Hours/Week Worked	# Personal "Days"
10 Month Employees	25+ hours per week	2
10 Month Employees	15-24 hours per week	1
10 Month Employees	Less than 15 hours per week	0

### Emergency Leave

Employees who regularly work fifteen (15) or more hours per week may be eligible for up to two (2) Emergency days per school year, without loss in pay, when urgent and serious circumstances arise that make it impossible or unreasonable for the Employee to report to work.

Examples of possible emergencies might include but are not limited to an Employee or Employee's immediate family member's medical emergency requiring transportation to a hospital; property emergencies such as gas leak, house fire or flood, etc.; personal emergencies such as an automobile accident involving the Employee or the Employee's immediate family. Emergencies, and by extension Emergency days cannot be foreseen nor scheduled in advance.

For the purposes of this agreement, emergencies are events that occur after 8:00 PM the evening before a workday on which the Emergency day is being requested. Only one Emergency day will be granted per event.

For the purposes of this section, immediate family is defined as spouse, son, daughter, father, mother, brother, sister, parent-in-law, son/daughter-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household.

An Emergency day shall be equivalent to an Employee's normal workweek hours divided by five (5). Approved Emergency days will be paid at the Employee's regular rate. At no time may an Employee's use of Emergency leave pay exceed their regularly scheduled workday and/or workweek hours.

Emergency day requests shall be made as soon as reasonably possible and within five (5) workdays of the Employee's absence due to emergency. A description of the nature of the emergency must be provided in the time and absence management system. Supervisors will review all requests with final approval reserved for the Superintendent or his/her designee.

Employees must be actively working to be eligible for Emergency leave. Employees are not entitled to Emergency leave pay during any unpaid leave of absence.

### **Bereavement Leave**

Whenever an Employee regularly scheduled to work twenty-five (25) or more hours per week is absent from due to the death of a family member, there shall be no deduction in pay to attend, arrange and/or travel to a funeral or memorial services under the following conditions:

- Death in the Immediate Family – Absence not to exceed five (5) consecutive workdays within a period of ten (10) days of the death (this inclusionary period may be extended with the approval of the Superintendent or his/her designee). Members of the immediate family shall be defined as: father, mother, spouse, biological or adopted child, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild or near relative who resides in the same household, or a person with whom the employee was living with at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an Administrator's spouse from a previous relationship, or an adopted person of an Administrator's spouse from a previous relationship.
- Death of a Near Relative – Absence not to exceed two (2) consecutive workdays within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law.

Whenever a part-time Employee regularly scheduled to work fifteen (15) or more hours per week is absent from work due to the death of a family member, there shall be no deduction in pay to attend, arrange and/or travel to a funeral or memorial services under the following conditions:

- Death in the Immediate Family – Absence not to exceed two (2) consecutive workdays within a period of ten (10) days of the death (this inclusionary period may be extended with the approval of the Superintendent or his/her designee). Members of the

immediate family shall be defined as: father, mother, spouse, biological or adopted child, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild or near relative who resides in the same household, or a person with whom the employee was living with at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an Administrator's spouse from a previous relationship, or an adopted person of an Administrator's spouse from a previous relationship.

- Death of a Near Relative – Absence not to exceed one (1) workday within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law.

Employees must be actively working to be eligible for Bereavement leave. Employees are not entitled to bereavement leave pay during any unpaid leave of absence.

### **Jury Duty**

The Employer will pay the Employee's normal daily pay, less court pay received, for each day within the agreement term, for involuntary jury service which otherwise would have been a normal work day as per Board policy. The summons for jury duty must be presented to the Employer no later than three (3) working days after it is received. The court statement of dates of performed jury service must be submitted to the Employer upon the Employee's return to work.

## **SECTION X— Leave of Absence**

### **Unpaid Absence**

Eligibility requirements – Employees shall be eligible to request a day without pay or leave of absence without pay or benefits upon completing the probationary period. Exception to this eligibility criterion may be made to accommodate an exceptional circumstance, an Employee emergency, or as a condition of beginning employment.

Application for leaves – Requests for an unpaid day or leave of absence without pay or benefits must be submitted in writing by the Employee to the Employer in accordance with School Board policy. The Employer will consider leaves of absence without pay or benefits necessitated by disability, maternity, other significant life events, and for emergency reasons. It should be understood that the District's Unpaid Leave policies exist to accommodate the exceptional circumstances of Employees, and are not intended to provide the means through which Employees seek to extend other paid time off or attain more time off than that which is set forth for Employees by way of the terms of this agreement.

Any Employee who becomes unable to perform his or her duties, excluding work-related injuries, may apply for a leave of absence effective the first day of absence or injury with an initial duration not to exceed 12 weeks.

All appropriately fitting accrued paid time off (personal, sick) will be exhausted before an unpaid day or leave of absence becomes effective (Example A: All accrued personal time will be charged before an unpaid leave day is granted for a personally exceptional circumstance. Example B: All accrued sick time will be charged before an Employee's leave of absence for disability or significant health related condition becomes unpaid).



Requests for leave will be considered on an individual basis, taking into consideration the Employee's position as it relates to work responsibility and alternatives available for covering the position during the requested period of absence. Employees returning from an unapproved unpaid leave of absence will be subject to progressive discipline up to and including termination. Leave requests must be initially reviewed by the Employee's immediate supervisor and approved by the Superintendent or his/her designee and as necessary by the Board.

Employees on an unpaid leave of absence shall not be considered to be active Employees during the period of the leave. During the term of any unpaid leave of absence, no sick or personal leave shall accrue, nor shall any such Employee be entitled to holiday pay if a holiday occurs during the term of the leave of absence. No benefits shall accrue or be provided to Employees on a leave of absence for any purpose nor shall seniority or pension rights accrue during the period of leave.

Failure to report to work at the end of the approved leave of absence may result in disciplinary measures up to and including termination of employment.

An Employee who takes a leave of absence and accepts gainful employment for another employer shall be deemed a voluntary quit.

An Employee who has been granted a leave of absence and who wishes to end the leave period earlier than originally approved may request to do so. A request seeking an earlier end to an approved leave period must be made to the office of the Superintendent or his/her designee at least five (5) workdays prior to the Employee's proposed return to work date.

At the conclusion of the leave, the Employer shall reinstate the Employee to the position held prior to the leave, if available, or to a substantially equal position within the same job classification.

The Employer shall provide continued coverage of insurance benefits (life, disability, EAP, medical/health) to eligible Employees through the end of the month during which an approved unpaid leave of absence commences. Employees eligible for health insurance and granted leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), so long as their request to remain a member of the plans is received at the beginning the unpaid leave period. Because the district pays premiums one month in advance, the employee must submit monthly premium payments to the Business Office within thirty days (30) of receiving an invoice for each premium payment. Vision care reimbursement provisions do not apply while employees are on an unpaid leave of absence.

The parties of this agreement agree to abide by all existing federal and state laws with regard to the Family and Medical Leave Act (FMLA) and military leave provisions.

### **Family and Medical Leave (FMLA)**

The Employer shall comply with the provisions of the Family and Medical Leave Act (FMLA). This Act entitles eligible employees with qualifying circumstances to unpaid leave of absence from work for up to 12 weeks (special provisions apply for Military families). Employees are eligible for FMLA if they've been employed by the District for twelve (12) months and have worked at least 1250 hours over the twelve (12) month period. There are three basic reasons for

FMLA leave: 1) Birth or adoption of a child, 2) the serious health condition of an employee's spouse, child or parent (not parent-in-law), and 3) an employee's own serious health condition.

Employees must contact the Human Resources department as soon as it is known that a medical leave of absence may extend beyond 5 workdays. FMLA leave requests should be made 30 days in advance where the need for leave is foreseeable. Intermittent FMLA leave may not be taken due to the birth or placement of a child. Supporting medical documentation will be required to process all FMLA leave requests.

According to Southern Lehigh School District policy #535, FMLA leave runs concurrent with sick leave benefits and begins on the earlier of the following:

- the first day of any absence that has a duration of five (5) or more days that is due to a serious health condition that makes the employee unable to perform the regular duties of his/her job, or
- the first day of FMLA leave as requested by the employee and approved by the District, or
- the date determined by the District to be the first day of paid or unpaid absence by the employee immediately prior to the employee's formal request for FMLA leave when the employee's absence is in connection with the same FMLA eligible reason for which the request is made.

The calculation of the FMLA leave year (12 month period) shall be determined on a rolling 12 month period measured backward from the date the leave is first requested and/or used by the employee, in accordance with School Board policy.

### **Childbearing and Childrearing Leave**

**Childbearing Leave** shall be defined by the temporary disability that occurs during the period of time before and after delivery of a child when the mother is disabled as a result of pregnancy and childbearing, as certified by an attending physician. The leave shall be granted in accordance with the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Childbearing leave shall commence at such a time as determined by the Employee's attending physician. Notification of intent to begin Childbearing leave shall be provided to the office of the Superintendent or his/her designee no less than 60 days prior to the anticipated effective date of delivery or leave. Employees shall be required to use any sick time accumulated (Employee Sick and Family Sick) for the pregnancy related disability until it exhausts or the disability period ends, whichever is the earlier. Upon conclusion of a childbearing disability leave period, the Employee may elect to return to work or take unpaid Childrearing leave.

An Employee who is expecting the birth of a child, or who expects to adopt a child shall be eligible for **Childrearing Leave**. Notification of intent to begin Childrearing leave shall be provided to the office of the Superintendent or his/her designee no less than 60 days prior to the anticipated effective date of leave.

Employees who work at least five (5) hours per day and/or twenty-five (25) or more hours per week shall be eligible for a Childbearing and Childrearing leave of absence not to exceed six (6) continuous calendar months following the birth or placement of a child as in adoption. Childrearing leave shall be unpaid and commence immediately following the Employee's childbearing disability period, or in the case where an Employee's spouse has delivered a child,

on the day of the child's birth, or in the case of adoption, on the day of adoption. Any period of break in the Employee's work year (i.e. holiday or summer) shall have no effect and not extend this six-month leave benefit.

Employees who work at least three (3) hours per day and/or fifteen (15) or more hours per week shall be eligible for a Childbearing & Childrearing leave of absence not to exceed three (3) continuous calendar months following the birth or placement of a child as in adoption.

Childrearing leave shall be unpaid and commence immediately following the Employee's childbearing disability period, or in the case where an Employee's spouse has delivered a child, on the day of the child's birth, or in the case of adoption, on the day of adoption. Any period of break in the Employee's work year (i.e. holiday or summer) shall have no effect and not extend this three-month leave benefit.

For the purposes of Childbearing and Childrearing leave, in the event that both spouses are Employees of the District, they will be limited to a combined total of six (6) months of leave for the birth of a child or for placement with them of a child for adoption.

Approval of a request for unpaid Childrearing leave shall be reflected upon the minutes of the Board and shall specify the period of the leave.

An Employee who has been granted an unpaid Childrearing leave and who wishes to end the leave period earlier than was originally approved may request approval of an earlier end date. A request seeking an earlier ending date must be made to the office of the Superintendent or his/her designee at least ten (10) work days prior to the Employee's new potential return to work date.

At the conclusion of the leave, the Employer shall reinstate the Employee to the position held prior to the leave, if available, or to a substantially equal position within the same job classification.

Employees on an unpaid Childrearing leave shall not be considered to be active Employees during the period of the leave and shall not be eligible for any paid leave benefits, which are granted active employees. During the period of the leave, Employees shall not accrue paid leave benefits or seniority.

The Employer shall provide continued coverage of insurance benefits (life, disability, EAP, medical/health) to eligible Employees through the end of the month during which the Childbearing leave disability ends.

Employees eligible for health insurance and granted Childrearing leave may be allowed to remain a member of district group insurance plans during the leave at their own expense, subject to approval of the carrier(s), so long as their request to remain a member of the plans is received prior to beginning of the childrearing leave. Because the district pays premiums one month in advance, the employee must submit monthly premium payments to the Business Office within thirty days (30) of receiving an invoice for each premium payment. Vision care reimbursement provisions do not apply while Employees are on unpaid Childrearing leave.

The parties of this agreement agree to abide by all existing federal and state laws with regard to the Family and Medical Leave Act (FMLA) and military leave provisions.

## **SECTION XI – Work Related injury**

Employees who suffer a work-related injury should refer to the District's website at [www.slsd.org](http://www.slsd.org) > District > Human Resources > Worker's Compensation for complete information and current insurance provider and reporting requirements.

1. Injuries of a serious nature should receive immediate medical attention. All other injuries should be reported to the immediate supervisor, building school nurse, and Human Resources Office.
2. In order to ensure payment of medical treatment, Employees must be seen by a panel approved healthcare provider.
3. The District will continue to provide health care coverage to eligible and covered Employees receiving workers' compensation benefits for the period required by law. Continuation of such insurance benefits shall be subject to any limitations imposed by the carrier.
4. Workers' Compensation leave may be concurrent with approved Family and Medical Leave.
5. Employees shall not be required to use vacation or Personal leave time while on leave and receiving workers' compensation due to a work related injury.
6. While on workers' compensation leave, Employees shall not be eligible to collect a combination of daily workers' compensation pay and other daily District leave pay such that the total exceeds more than 100% of their regular daily pay.
7. Employees acknowledge that information and notice of the Pennsylvania Workers' Compensation Act has been provided and is available in District buildings.

## **SECTION XVIII – Benefits**

**Fringe benefits in this Section apply to all full-time Employees and to regularly working part-time Employees as stipulated below.**

All benefits under any category of insurance in this section will be paid according to the terms of the insurance contract in force at the time of the claim.

### **Life Insurance**

Employees who are regularly scheduled to work twenty-five (25) or more hours per week shall be provided life insurance without cost to the Employee. For Employees under the age of 70, the death benefit amount is \$50,000 with an additional benefit of \$50,000 for accidental death and dismemberment. For Employees 70 years old and above, the benefit coverage amounts shall be 50% of that which the Employee would otherwise be eligible, and be reduced by 50% upon the attainment of the Employee's 70<sup>th</sup> birthday.

### **Disability Income Protection Insurance**

Employees regularly scheduled to work twenty-five (25) or more hours per week who become disabled due to illness or as a result of an accident during the term of this agreement shall, beginning with the thirty-first (31st) day of disability be defined in the insurance plan selected by the Employer of the cessation of accumulated sick leave, whichever occurs later, be entitled to the sum of sixty percent (60%) of their regular monthly salary up to a maximum of \$3,750 per month while totally disabled, with a maximum benefit period in accordance with the plan

document. The above coverage shall be subject to the limitations of the insurance agreement chosen by the Board.

### **Employee Assistance Program**

Employees regularly scheduled to work twenty-five (25) or more hours per week have access to a wide range of tools and resources that help balance work and life, improve health and wellness, and enhance emotional wellbeing through a private and confidential Employee Assistance Program. The above coverage shall be subject to the terms and limitations stipulated in the contract for services agreement as chosen by the Board.

### **Health Insurance (Full-Time Health Services Employees)**

**Eligibility:** The Employer will provide health care insurance coverage for full-time Employees regularly working thirty (30) or more hours per week.

Employees covered under this agreement shall have the health care insurance (medical, dental and prescription) contributions and deductions as reflected below.

Deductions for health insurance will be based upon 24 pays and mandatory payroll deductions will be charged against the first two (2) pays per month.

### **Carrier Changes**

The Employees understand and agree that any and all changes unilaterally implemented by the medical insurance carrier, prescription drug insurance carrier, and/or the dental insurance carrier will be accepted immediately and incorporated into the current agreement and not subject to the Complaint Procedure.

The Employees understand and agree that should the District be legally obligated to participate in statewide health plan, such plan shall replace the medical, dental and/or prescription plans set forth in the current agreement and the change to the statewide plan shall not be subject to complaint procedure. In the event that a statewide plan becomes available and the District chooses to participate in that plan during the term of the agreement, the Employees understand that the District shall replace the medical, dental and/or prescription plans set forth in this agreement with the statewide plan, and such change is not subject to the Complaint Procedure.

### **Other Medical Coverage**

The Employer may provide other medical coverage, which will be available to eligible Employees on a voluntary enrollment basis. If offered, an open enrollment period will apply. New Employees will have thirty (30) days to select coverage. Employees may voluntarily change from the indemnity medical insurance plan during the open enrollment period, and must conditionally remain in the alternate plan until the next enrollment period. Employees may, after that one-year period, and during subsequent enrollment periods return to the group indemnity medical insurance without pre-existing condition(s). The exception to this condition would be if the Employee experiences a family status change (a "qualifying event") during the plan year. After providing proof of the family status change (i.e., marriage, divorce, death of a dependent, birth or adoption, etc.), the Employee may re-enroll into the other medical insurance program. Dependent Employee contribution requirements will apply. Changes to dependent coverage shall be made in writing during the open enrollment period or within thirty (30) days of any qualifying event.

**Medical**

Medical coverage for each eligible Employee and eligible dependents will be available upon the execution of required forms. The medical coverage plan currently in place shall be provided by the Lehigh County School Consortium Plans (PPO4, PPO6, PPO7).

**Dental**

Dental coverage for each eligible Employee and eligible dependents will be available upon the execution of required forms. The Dental coverage currently in place shall be provided by the Lehigh County School Consortium Plan.

**Prescription Plan**

Employees eligible and participating in the medical plan shall be eligible to participate in the three-tier (10/30/55) prescription drug coverage as provided by the Lehigh County Consortium Prescription program or its equivalent for each member and his family including any dependents as prescribed by federal law subject to a co-pay up to:

- \$55 per prescription for brand name prescriptions
- \$10 per prescription for generic prescriptions
- \$30 per prescription for formulary brand prescriptions

The Employer shall offer to eligible employees covered by the benefits program and the Lehigh County School Consortium Mail Order Drug program or its equivalent at a co-pay up to:

- \$100 per prescription for brand name prescriptions
- \$20 per prescription for generic prescriptions
- \$50 per prescription for formulary brand prescriptions

**Vision Care Assistance**

The Employer shall make available a vision care program which provides coverage for full time employees and dependents. A full time employee may be reimbursed up to \$500 over the three-year term of this Agreement for the costs of an examination by a licensed vision care practitioner and the purchase of eyeglass lenses and frames. Reimbursement shall be made subsequent to the submission to the Business Office of a receipt for the examination and/or lenses or frames that is less than one (1) year old. Once an employee has been reimbursed a total of \$500 or the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the three-year Agreement. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office no later than one year from the date of vision care. Receipts must be dated within the terms of this agreement to be reimbursed.

**Employee Contribution to Medical Benefit Premiums**

For the period from July 1, 2022 to June 30, 2023 eligible employees electing coverage shall be required to make bi-weekly contributions (total of 24 payments) as noted below, based on a 3.30% of premium share. In the successive years of this agreement, Employees health care contributions and deductions will increase as follows.

2023-2024 – 4.30%

2024-2025 – 5.30%

<b>Monthly Premium Share PPO 6</b>	<b>2022-2023</b>
<i>Single</i>	\$14.08
<i>Parent/Child</i>	\$29.13
<i>Parent/Children</i>	\$31.38
<i>Couple</i>	\$34.48
<i>Family</i>	\$36.71

#### **ACA Excise Tax**

In the event that a Plan creates a need for ACA Excise Tax, Excise Tax will be split 50% / 50% by the Employer and eligible Employee who receives benefits under the Plan.

#### **Loss of Coverage (COBRA)**

Upon the loss of health insurance coverage, previously eligible Employees and their spouses and dependents shall have the right to health coverage to the extent required by COBRA legislation, at no cost to the School District.

#### **Travel Reimbursement**

Employees required to drive personal automobiles on the business of the school district shall receive the annual approved IRS rate for mileage reimbursement throughout the term of the agreement.

#### **Tuition Reimbursement Assistance**

The Employer will provide tuition reimbursement assistance not to exceed \$500 per year for each Employee of this group who regularly works twenty-five (25) or more hours per week. Reimbursement will be limited to those activities characterized as training. To be eligible for tuition reimbursement training activities proposed must be pre-approved (not taken in the past or in progress) by the Superintendent or his/her designee, and deemed directly applicable to the employee's current job responsibilities. Classes or coursework made available by the local Community Colleges relating to the Employee's job responsibilities may be submitted. Employees must complete the necessary pre-approval process to be eligible for this benefit.

#### **Tax Sheltered Annuities**

The Employer agrees to make payroll deductions for Employees upon request and authorize such deductions for tax-sheltered annuities.

#### **Severance Benefits**

Upon retirement, active Employees regularly scheduled to work twenty-five (25) or more hours per week will receive severance pay in the amount of \$30.00 per day for all unused sick leave subject to the following conditions:

1. Employee will have completed fifteen (15) years of service within the District.
2. Employee will have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Upon retirement active employees regularly scheduled to work less than twenty-five (25) hours per week will receive severance pay in the amount of \$10.00 per day for all unused sick leave subject to the following conditions:

1. Employee will have completed fifteen (15) years of service within the District.
2. Employee will have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment shall be made as an employer contribution into a 403(b) tax sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's 403(b) account.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

## **SECTION XIX - Wages**

### **Direct Deposit Program**

All Employees recognized in this agreement are required to participate in the Employer's payroll direct deposit program.

### **Recognition of Service Years Stipend**

In recognition of service to the Southern Lehigh School District, an Employee who reaches thirty (30) years of service in the District shall receive a one-time stipend of \$1000.00 payable immediately upon attaining service milestone.

### **Uniform Allowance (Food Service Employees)**

All full-time and part-time Food Service Employees are required to wear the standard work uniform, selected by the District, fitting their position and detail while performing assigned duties. The Employer retains the right to determine whether part-time, substitute or other workers shall be provided and required to wear a uniform. The Employer shall have sole discretion in determining if the Employee's attire is appropriate for work and meets standard. The Employer shall furnish five (5) sets of uniforms per Employee at District expense. The Employer will provide replacement uniforms annually.

Employees shall be permitted to receive a maximum District reimbursement of \$50.00 for work related apparel purchased annually by the employee. Reimbursement will be made by the District upon submission of a receipt for the item(s).

Employees who resign their position having worked for the District less than six (6) months will be required to return all uniforms issued.



### **Substitute Pay**

Any Instructional Assistant Employee who holds an active and valid PDE Teaching Certificate, Emergency Permit or who holds other licensure such as a BSN, RN or LPN who, for the convenience of the Employer, is requested to substitute for a regular Teacher or Health Services employee shall not be paid less than their own hourly rate. The employee will receive the higher of their own pay rate or the daily substitute rate.

Any part-time Employee who elects to work more hours than their regular position provides, and does so by substituting in the District during their non-scheduled hours will be compensated at the position's substitute rate of pay.

### **Annual Wage Increase and Increment Adjustments**

Annual wage increases or increment adjustments are normally awarded July 1 at the discretion of the Board.

Wage increases take effective with the start of the school year. All active full-time and part-time Employees Groups associated with this agreement shall receive the following wage increases (percent increases shown):

<b>Agreement Year</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Health Services Employees	3.00%	3.00%	3.00%
Instructional Assistant Employees	3.00%	3.00%	3.00%
Food Service Employees	3.00%	3.00%	3.00%
Student Monitor Employees	3.00%	3.00%	3.00%

### **Temporary Lead or Assistant Lead Cafeteria Worker Assignment**

Any regular Employee temporarily assigned to fulfill the duties of a Lead Cafeteria Worker or Assistant Lead Cafeteria Worker by the Coordinator of Food Services or his/her designee shall receive their normal rate of pay for the first five (5) workdays of said assignment. Should the assignment continue beyond five (5) workdays, the Employee shall be compensated at a rate equivalent to the Lead or the Assistant Lead, in whichever of these positions they are working, retroactive to the first day of the temporary assignment.

### **SECTION XVII—Miscellaneous Provisions**

Notwithstanding the intentions of the District and Employees as defined in this agreement to meet and discuss compensation arrangements for the three-year period beginning July 1, 2022, it is openly stated that should budgetary or other concerns arise due to the effects of any federal or state law or its provisions, that one or more of the sections of this agreement may be reopened and action taken in order to comply with said law.

In the event that any provision of this agreement is found to be inconsistent with existing law, statutes or ordinances, the provision of such law, statutes or ordinances shall prevail; and, if any provision herein is found to be invalid and unenforceable by a Court or other authority having jurisdiction, then such provision shall be considered void; but all other valid provisions shall remain in full force and effect.

Nothing contained in this agreement shall be construed to deny or restrict Employees or to the Employer such rights as they may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable law.