

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

RIVERSIDE SCHOOL DISTRICT

AND THE

***RIVERSIDE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, ESPA-PSEA-NEA***

July 1, 2021 through June 30, 2025

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the RIVERSIDE SCHOOL DISTRICT, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "*DISTRICT*" and the RIVERSIDE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, hereinafter called "*ASSOCIATION*".

WITNESSETH:

WHEREAS, THE PARTIES TO THIS AGREEMENT HAVE ENTERED INTO AND HAVE CONDUCTED COLLECTIVE BARGAINING NEGOTIATIONS UNDER AND IN ACCORDANCE WITH THE PROVISION OF THE PUBLIC EMPLOYEE RELATIONS ACT OF THE COMMONWEALTH OF PENNSYLVANIA, ACT 194 OF 1970 (43 p.s. § 1101.101, ET SEQ.); AND

WHEREAS, AS A RESULT OF SAID NEGOTIATIONS THE PARTIES MUTUALLY AGREE TO ACCEPT VARIOUS AND CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT; AND

WHEREAS, IT IS IN THE INTEREST OF EACH PARTY TO ENTER INTO A WRITTEN CONFIRMATION AND MEMORANDUM OF THEIR AGREEMENT.

NOW, THEREFORE, THE PARTIES, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND, DO HEREBY MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE I

Term

The term of this Agreement shall be for a period of time commencing on the 1st day of July, 2021, and shall continue in full force and effect until the 30th day of **June, 2025**.

ARTICLE II

Grievance Procedure

A. DEFINITIONS AND GENERAL PROVISIONS

A "*grievance*" is a complaint regarding the meaning, interpretation, or application of any provision of this Agreement or change without valid purpose by the Board of any Board policy concerning Educational Support Personnel Employees in the performance of their duties.

A "*grievant*" is a member of the bargaining unit and/or the ASSOCIATION.

Every written grievance shall set forth the nature and a description of the grievance, the alleged date of occurrence, the name or names and respective position of each member of the bargaining unit affected, and the remedy sought.

B. **LEVEL ONE**

The grievant shall present the grievance in writing, signed by the grievant, to the appropriate immediate supervisor within ten (10) working days of the awareness of the alleged grievance. Unless written reply to the grievant is made within five (5) workdays and signed by the Superintendent of Schools, the grievance shall be deemed to be denied.

C. **LEVEL TWO**

If the grievance is not resolved by the reply from the immediate supervisor to the satisfaction of the affected party, or parties, the grievance shall be referred by such party, within five (5) work days, to the Superintendent or his designee.

D. **LEVEL THREE**

If within five (5) work days after reference to the Superintendent, or his designee, the same is not resolved to the satisfaction of the affected party, the same shall be referred by such party to the Board of Directors of the DISTRICT at its next regularly scheduled meeting, provided there shall be at least twenty-four (24) hours between the expiration of the last five (5) day work period (the five [5] work days in which the Superintendent has to reply), and the next scheduled meeting of the Board, through its Solicitor, shall respond to the grievance in writing within five (5) work days. In the event there is less than twenty-four (24) hours between the expiration of the time that the Superintendent was to reply and the time that the grievance was submitted to the Board, the Board shall respond to the grievance in writing within twenty-one (21) days.

E. **LEVEL FOUR**

If the action or failure to act in LEVEL THREE fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be resolved in accordance with procedures set forth in The Public Employee Relations Act. The ASSOCIATION shall notify the Board within ten (10) work days from the date of receipt of the decision rendered at LEVEL THREE as to the ASSOCIATION'S decision to take the grievance to binding arbitration.

F. **RIGHTS OF EMPLOYEES TO REPRESENTATION**

Any aggrieved party may be represented by a representative of the ASSOCIATION and/or its counsel at any level of the grievance procedure.

ARTICLE III

Rights of Employees

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights or responsibilities as he may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, and Act 88 of 1992, or other applicable laws and regulations.

B. JUST CAUSE PROVISION

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee or, if the employee so requests, to the ASSOCIATION.

C. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in ASSOCIATION or its affiliates, so long as this does not interfere with the employee's ability to work.

D. SUSPENSION PAY

Any accrued or deferred earnings will be paid to an employee who is suspended pending charges in the event that the charges against him are dismissed and/or found in his favor.

E. None of the provisions of this Article shall apply to an employee during an employee's probationary period.

F. All employees' and one guest of each employee shall be provided passes to all regular – season, home sporting event at the District free of charge. This does not include tournaments, playoffs, or any other non-regular season events.

ARTICLE IV

Association Rights and Privileges Released Time for Meetings

- A. Whenever any representation of the ASSOCIATION or any employee participates during work hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay. Such participation must have the approval of the immediate supervisor and the Superintendent of Schools after having been given reasonable notice.

- B. The ASSOCIATION shall have the right to use bulletin boards in the DISTRICT that are accessible to all employee including, but not limited to, faculty/employee lounge bulletin boards.
- C. The DISTRICT agrees to allow the President of the ASSOCIATION or his designee to take leave without pay from his duties for ten (10) school days during any school year for the purpose of attending to ASSOCIATION business provided that the President of the ASSOCIATION provides three (3) days written notice of such leave stating thereon the exact dates of such leave and purpose of such leave.

ARTICLE V

Illness or Disability

- A. Full-time employees shall be those employees who regularly work thirty (30) or more hours per week. Each full-time employee shall earn sick leave with pay at the rate of one (1) day for each full month worked by that employee. These days shall be cumulative without limitations, and unused leave may be taken with full pay in any one (1) or more school years. Sick leave is defined as leave necessary because the employee is prevented by his or her illness or accident from following his or her occupation, but no employee's wages shall be paid if the accident or injury is incurred while the employee is engaged in remunerative work unrelated to school duties. If, in the DISTRICT'S opinion, an employee is abusing his sick leave, the DISTRICT, at its own expense, may have the employee examined.
- B. Part-time employees shall be those employees who regularly work less than thirty (30) hours per week.
Hired prior to July 1, 1990
Each part-time employee shall earn sick leave with pay at the rate of one-half (1/2) day for each full month worked by the employee. These days shall be cumulative without limitations, and unused leave may be taken with full compensation in any one (1) or more school years. Sick leave is defined as leave necessary because the employee is prevented by his or her illness or accident from following his or her occupation, but no employee's wages shall be paid if the accident or injury is incurred while the employee is engaged in remunerative work unrelated to school duties. If, in the DISTRICT'S opinion, an employee is abusing his sick leave, the DISTRICT, at its own expense, may have the employee examined.

Hired on or after July 1, 1990
Each part-time employee shall receive two (2) days sick days leave at the start of each contract year. These days shall be cumulative without limitations, and unused leave may be taken with full compensation in any one (1) or more school years. Sick leave is defined as leave necessary because the employee is prevented by his or her illness or accident from following his or her occupation, but no employee's wages shall be paid if the accident or injury is incurred while the employee is engaged in remunerative work unrelated to school duties. If, in the DISTRICT'S opinion, an employee is abusing his sick leave, the DISTRICT, at its own expense, may have the employee examined
- C. A list of accumulated sick days will be provided annually to each member of the bargaining

unit before August 20.

- D. In the event of a prolonged illness, the Board shall pay the full premium of all insurances listed in Article VII for a minimum period of two (2) months beyond an employee's personal accumulated number of sick days.
- E. An employee shall be entitled to a lump sum distribution for accumulated sick leave days upon termination of employment, except dismissal, according to the following terms and conditions:
 - (1) Except for the case of termination of employment for the purpose of retirement, the employee must have ten (10) years of credited seniority with the DISTRICT.
 - (2) The employee shall give the DISTRICT written notice of either the termination of employment or retirement, stating specific date of termination of employment or retirement thereon.
 - (3) The dollar value of the lump sum distribution shall be calculated according to the total accumulated unused sick leave days as of date of termination or retirement.
 - (4) The dollar value of the lump sum distribution for the years 2021 through 2025 shall equal the sum of Thirty-Five Dollars (\$35.00) for each and every day of accumulated unused sick leave or Two Thousand Five Hundred Dollars (\$2,500.00).
 - (5) No payment shall be made pursuant to this provision until the first day after the actual date of termination or retirement.

ARTICLE VI

Temporary Leave of Absence for Both Part-Time and Full-Time Employees

A. LEGAL

Time necessary for appearances in any legal proceeding connected with an employee's employment or with the school system, or in any legal proceeding, shall be granted if the employee is compelled by process to attend. No deduction in wages or pay shall be made for such leave, but any other payments due to the employee are to be paid to the DISTRICT.

B. DEATH

Up to **four (4)** consecutive working days' leave with pay shall be granted in the event of the death of any member of any employee's immediate family, which for purposes of Article VI

(B) and only for purposes of Article VI (B), shall be defined as spouse, child, parent, mother-in-law, father-in-law, grandparent, grandchild, sister, brother, son-in-law or daughter-in-law. No deduction in salary of an employee shall be made for one (1) day's leave in the event of death of an employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Effective July 1, 2002 all part-time employees shall be entitled to bereavement leave as set forth in this article.

The Employee shall provide the District a completed form which is attached to this agreement and shall include the employee's name, decedent's name, relationship to decedent, dates of bereavement leave and employee's signature. The employee shall be permitted to provide the completed district approved form to the building principal upon return from this leave.

ARTICLE VII

Insurance Program

A. FULL-TIME EMPLOYEES

- (1) **HOSPITAL AND MEDICAL SERVICE PLAN.** The DISTRICT agrees to pay, on behalf of each regular full-time employee on the active payroll and his or her dependent students to age 26, the premium charged or chargeable for coverage by a group Hospital and Medical Service Plan, in the form of a Blue Cross/Blue Shield of Northeastern Pennsylvania PPO (Professional Provider Organization) Plan which will have unlimited coverage for In-Network (Preferred) and a maximum coverage of One Million (\$1,000,000) Dollars for Out of Network(Non-Preferred). The plan benefits are attached to this agreement.

A Ten (\$10.00) Dollar co-pay per doctor office visit and a twenty (\$20.00) dollar co-pay per Specialist office visit as well as a thirty-five (\$35.00) dollar co-pay for out-patient emergency room visits are included components of the plan. Blue Cross/Blue Shield of Northeastern Pennsylvania PPO (Professional Provider Organization) Plan will be for a minimum one (1) year term. Change in enrollment may only take place during the open enrollment period after notice. The District will pay the premium for each member of the bargaining unit on the active payroll, including eligible dependents, during any period of enrollment in Access Care II or traditional Blue Cross/Blue Shield in the same manner and under the same circumstances as is provided for in the Blue Cross/Blue Shield "Your Health Care" benefits booklet.

Bargaining unit employees who retire during the term of this Agreement and have worked in the Riverside School District for a minimum of five (5) shall be provided with health care coverage capped at \$600 per month per member for five (5) years following retirement, provided the retiree does not take another job where health care benefits are provided. The retiree would be required to notify the District should they be provided with health care benefits. Those Bargaining Unit Employees eligible under Article XXII shall not be eligible for this benefit unless the employee retires prior to December 1, 2021.

In the event the health care provider decides to change a plan that is already in use, both parties have the right to meet and discuss a plan that is comparable to the one which is currently in the bargaining agreement.

- (2) **DENTAL.** The DISTRICT agrees to pay, on behalf of each regular full-time employee on the active payroll and his or her eligible dependents, 100% of the premium charged or chargeable for coverage by a Dental Insurance Program equal to the benefits of the Basic Plan and Group II of the current Blue Cross/Blue Shield Dental Program. Group II includes the following coverage: oral surgery, prosthetics and crown, inlay and onlay restorations, periodontics, and orthodontics.

(3) **PRESCRIPTION DRUGS.**

(a) Full time employees:

On the active payroll as of June 30, 2000

The DISTRICT agrees to pay, on behalf of each regular full-time employee on the active payroll as of June 30, 2000, and his or her eligible dependents, 100% of the premium charged or chargeable for coverage by a prescription drug program. The plan for those full-time employees hired prior to June 30, 2000 shall require a co-pay for filling prescriptions as listed below and shall include oral contraceptives.

The term "employee" referenced within this paragraph is limited to full-time employees only and does not in any way include part-time employees.

Hired after June 30, 2000

The DISTRICT agrees to pay, on behalf of each regular full-time employee hired on or after June 30, 2000. For any employee hired after June 30, 2000, the premium charged or chargeable for any additional coverage beyond single coverage (e.g. husband/wife or family plan) shall be divided equally between the District and the bargaining unit member and his or her eligible dependents. The plan for those full-time employees hired after June 30, 2000 shall require a co-pay for filling prescriptions as listed below and shall include oral contraceptives. The term "employee" referenced within this paragraph is limited to full-time employees only and does not in any way include part-time employees.

Prescription Co-Pays

As per the 2005-2010 agreement the prescription drug deductible was \$10.00/\$10.00/\$25.00. Effective July 1, 2010, all bargaining unit members deductible prescription co-pay shall correspond to the percentage decrease/increase in the District's prescription plan premium, rounded to the nearest dollar. For example, on June 8, 2009 the district was notified the Prescription Drug Plan Premium is increasing seventeen percent (17%). Therefore, beginning July 1, 2010 the prescription deductible may increase but and may increase each July 1 for the life of this agreement.

Example

$$\$10.00 \times 17\% = \$1.70$$

$$\$10.00 + \$1.70 = \$11.70$$

$$\$11.70 \text{ rounding to the nearest dollar} = \$12.00$$

Brand: \$10.00 x 17%= \$1.70
 \$10.00 + \$1.70= \$11.70
 \$11.70 rounded to the nearest dollar = \$12.00

However, it is understood that the prescription drug deductible shall not exceed \$10/\$10/\$35
The district will notify the members of any anticipated decreases/increases in deductible co-pay
amounts by June 15.

- (b) The School District agrees that the current Blue Cross Health Insurance program shall be recognized as the official School District group prescription drug program. This program requires a deductible or co-pay by the employee for each prescription drug purchased or refilled as imposed by the insurance carrier. Further, the School District agrees to pay on behalf of any employee who has subscribed or who will subscribe to the plan as a member of the School District group all premiums for this plan as they come due throughout the term of this Agreement.

The School District agrees to make every effort to maintain existing group or occupation benefits and privileges, including those benefits and privileges not specifically enumerated in this Agreement. The School District reserves the right to make such changes in benefits and privileges, including benefit providing carrier, as shall be consistent with the terms and spirit of this Agreement and furthermore agrees to notify the union of any contemplated changes, as imposed by the health care plan provider, this being Blue Cross Health Insurance.

- (4) VISION INSURANCE. The DISTRICT agrees to pay, on behalf of each bargaining unit on the active payroll and their eligible dependents 100% of the premium for a Vision Insurance Program which provides benefits described in Pennsylvania Blue Shield's PENNVISION II (Option 2 coverage) Program. Student rider coverage for dependent children up to age 26 is included.
- (5) TERM LIFE INSURANCE. The DISTRICT agrees to pay, on behalf of each regular full-time employee on the active payroll, the premium for a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000.00). Part-time employees shall have a premium paid for a term insurance policy equal to Twenty-five Thousand Dollars (\$25,000.00).
- (6) All coverages under Article VII shall be extended to all dependent students up to age 26, except for dental coverages.

B. PART-TIME EMPLOYEES

Hired prior to July 1, 1984

An employee who regularly works less than thirty (30) hours per week, shall receive the same medical, health and life insurance benefits as listed above VII (A)(1,2), (3a), (4), (5), (6).

Hired on or after July 1, 1984

Dental

The DISTRICT agrees to pay, on behalf of each bargaining unit member who is scheduled to work a minimum of a twenty five hour week during the school year and who is on the active payroll, 100% of the premium charged or chargeable for coverage by a Dental Insurance Program which includes the following coverage: oral surgery, prosthetics and crown, inlay and onlay restorations, periodontics, and orthodontics. The premium for any additional coverage beyond single coverage (e.g. husband/wife or family plan) shall be divided equally between the District and the bargaining unit member.

Vision

The DISTRICT agrees to pay, on behalf of each bargaining unit member who is scheduled to work a minimum of a twenty five hour week during the school year and who is on the active payroll, 100% of the premium charged or chargeable for coverage by a Vision Insurance Program. The premium charged or chargeable for any additional coverage (e.g. husband/wife or family plan) shall be divided equally between the District and the bargaining unit member.

C. **CARRIER**

The DISTRICT shall have the right to select and change the insurance carrier or carriers, provided there are no decreases in benefits.

- D. Unless otherwise provided for in this contract, all insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the DISTRICT ends.
- E. All insurances provided for in this Agreement are a contract between the DISTRICT and the insurance carrier. The DISTRICT'S liability shall be limited to the payment of premiums.
- F. A grievance arising out of a claim for insurance benefits shall not be arbitrable if the dispute involves a claim that the carrier is not providing contracted benefits; recourse, in such an event will be with the carrier through the courts if necessary.
- G. Subject to the approval of the insurance carrier(s), a member of the bargaining unit on an unpaid leave, may continue his entire insurance program by personally paying the insurance premiums to the DISTRICT during the term of such unpaid leave.
- H. Subject to the approval of the insurance carrier(s), a member of the bargaining unit who takes an early retirement in accordance with the provisions of the Pennsylvania Public Employee Retirement Code, may continue his entire insurance program by personally paying the insurance premiums to the DISTRICT until age 65.
- I. No part-time employee shall be entitled to any medical or health insurance benefits under the provisions of the Agreement unless such employee, in the case of a current employee, presents to the Business Manager of the DISTRICT a duly notarized and sworn Affidavit in the form set forth below on or before the expiration of the thirtieth (30th) day after the formal adoption of this Agreement by the Board of Directors at a duly convened regular or special meeting, or, such employee, in the case of an employee hired subsequent to the adoption of this Agreement, presents to the Business Manager of the DISTRICT, a duly notarized and sworn Affidavit in the form set forth below on or before the thirtieth (30th) day after the first

full day of regular employment. Any employee who fails, refuses, or neglects to comply with this provision or, who knowingly and intentionally falsifies said Affidavit, shall have all medical and health insurance benefits terminated with prejudice as to reinstatement, notwithstanding any other provision of this Agreement or provisions of law to the contrary. Said Affidavit shall be filed annually by all part-time employees on March 1 subsequent to the initial filing required hereinabove.

The Affidavit shall be in the following form:

"COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF :
SS

AFFIDAVIT

I, _____, hereby depose and say that I (check one) ___ do ___ do not have coverage pursuant to any medical or health insurance plan as an insured dependent spouse under the provisions of any contract of medical and health insurance purchased by the employer of my spouse or by the said employer and my spouse on a co-pay premium basis (referred to as "*spousal coverage*").

I further affirm that, if I do have the spousal coverage referred to above, I shall not require the Riverside School District to purchase, on my behalf, or otherwise make any payments whatsoever toward the purchase of any medical and health insurance benefits to which I may otherwise be entitled pursuant to the Collective Bargaining Agreement between the Riverside Educational Support Personnel Association and the Riverside School District so long as I continue to be covered under my spouse's policy.

I further affirm and agree that, if I do not have the spousal coverage referred to above, I shall report to the Business Manager of the Riverside School District any such spousal coverage referred to above which becomes effective after the submission of this Affidavit, and shall execute a new Affidavit affirming such spousal coverage within thirty (30) days of the effective date of such spousal coverage.

I affirm that this Affidavit is executed pursuant to the provisions of a Collective Bargaining Agreement between the Riverside Educational Support Personnel Association and the Riverside School District.

Signature of the Affiant

**SWORN TO AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____, 20____.**

NOTARY

MY COMMISSION EXPIRES:

The parties to this Agreement agree that no part-time employee shall be entitled to medical or health insurance benefits under the terms of this Agreement unless the Affidavit required by this Article and subsection indicates that the employee is not covered by a medical or health insurance policy purchased in whole or in part by the employer of the spouse of an employee of the Riverside School District. If any employee affirms that he or she is not covered by a spouse's health or medical insurance policy and, subsequent to the filing of any Affidavit so indicating noncoverage, the employee attains coverage under his or her spouse's said policy, the employee must report such coverage to the Business Manager within Thirty (30) days of the effective date of that coverage and execute a new Affidavit indicating such coverage. Any employee who fails or refuses or neglects to report a change in his or her coverage status under his or her spouse's said policy shall have all medical or health insurance benefits provided by this Agreement terminated with prejudice as to reinstatement, notwithstanding any provision of this Agreement or provisions or statute to the contrary.

Any part-time employees shall execute the following Authorization:

AUTHORIZATION AND RELEASE

NAME OF RIVERSIDE SCHOOL DISTRICT EMPLOYEE:

NAME OF SPOUSE OF RIVERSIDE SCHOOL DISTRICT EMPLOYEE LISTED ABOVE:

NAME AND ADDRESS OF THE EMPLOYER OF SAID SPOUSE LISTED ABOVE:

We, the undersigned and above-listed persons, hereby authorize the Riverside School District to contact the above-listed employer, and hereby authorize the above-listed employer to answer any and all questions of the designated agent of the Riverside School District about the status of our coverage as husband and wife under any medical or health insurance policy or plan which the above employer provides in whole or in part to the spouse listed above as a condition of employment.

(SEAL)

Signature of Riverside School District Employee

(SEAL)

Signature of Spouse of Riverside School
District Employee

**SWORN TO AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____, 20____**

NOTARY

MY COMMISSION EXPIRES:

ARTICLE VIII

Paid Holidays and Vacations

A. PAID HOLIDAYS FOR FULL-TIME EMPLOYEES

All full-time nine (9), ten (10), eleven (11), and twelve (12) month employees shall be paid for all holidays that fall within their regularly scheduled work year. The nine (9), ten (10), and eleven (11) month employees will also be entitled to the same personal days as twelve (12) month employee. The holiday schedule is as follows:

- | | |
|----------------------|-------------------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Presidents' Day | (8) Thanksgiving Day |
| (3) Good Friday | (9) Monday After Thanksgiving |
| (4) Easter Monday | (10) Christmas Eve |
| (5) Memorial Day | (11) Christmas Day |
| (6) Independence Day | (12) Day After Christmas |

- (13) Three (3) Personal Holidays - At least two (2) employees will be allowed to use this holiday on the same day; it will be Board prerogative to allow more than two (2) employees to use this holiday on the same day. The three (3) personal holidays shall be prorated for employees hired after the ratification of this contract. More specifically, if a full-time nine (9) month employee must work nine (9) months in order to earn three (3) personal days, the employee must work three (3) months to earn one (1) personal day, six (6) months to earn two (2) personal days and nine (9) months to earn three (3) personal days.

- (14) Day after Thanksgiving.

If an employee is on sick leave when an above holiday is observed, that shall not be counted as sick leave.

If a holiday should fall on Saturday or Sunday, the holiday shall be observed on either the first Friday preceding the holiday or the first Monday following the holiday, unless both the Friday preceding the holiday and the Monday following the holiday are scheduled school days, in which event the holiday shall be observed at a date set by the Board. Each full-time employee of the bargaining unit shall receive fully paid holidays in accordance with the aforesaid schedule, provided the employee works the day before the holiday and the scheduled day after the holiday.

B. PAID HOLIDAYS FOR PART-TIME EMPLOYEES

If hired prior to July 1, 1990

Nine (9) HOLIDAYS - The amount of compensation for each of these holidays shall equal the pay the employee receives for his or her normally scheduled number of hours per day. This list of holidays only pertains to employees hired prior to July 1, 1990.

- (1) New Year's Day
- (2) Presidents' Day

- (3) Good Friday
- (4) Memorial Day
- (5) Thanksgiving Day
- (6) Christmas Day
- (7) Day After Christmas
- (8) One (1) Floating Holiday - This holiday shall be Easter Monday unless Easter Monday is a scheduled school day, then the Floating Holiday shall be determined by the Board.
- (9) **Two (2) Personal Holiday** - At least two (2) employees will be allowed to use this holiday on the same day. It will be Board prerogative to allow more than two (2) employees to use this holiday on the same day.

The Floating Holiday can be converted to a personal holiday upon the request of the employee, and would then be subject to the provisions governing personal holidays.

If hired on or after July 1, 1990

The District agrees to provide, on behalf of each bargaining unit member who is scheduled to work a minimum of twenty-five (25) hours a week during the school year and who is on the active payroll, the following holidays. The amount of compensation for each of these holidays shall equal the pay the employee receives for his or her normally scheduled number of hours per day. This list of holidays only pertain to employees hired on or after July 1, 1990.

- (1) New Year's Day
- (2) Good Friday
- (4) Memorial Day
- (5) Thanksgiving Day
- (6) Christmas Day
- (7) **Two (2) Personal Holiday** - At least two (2) employees will be allowed to use this holiday on the same day. It will be Board prerogative to allow more than two (2) employees to use this holiday on the same day.
- (8) One (1) Floating Holiday - This holiday shall be Easter Monday unless Easter Monday is a scheduled school day, then the Floating Holiday shall be determined by the Board.

The Floating Holiday can be converted to a personal holiday upon the request of the employee, and would then be subject to the provisions governing personal holidays

C. **PAID VACATIONS FOR FULL-TIME EMPLOYEES**

Full-time employees shall be those employees who, over a twelve (12) month period, regularly work thirty (30) or more hours per week, and shall be entitled to paid vacation leave as follows:

- | | | |
|--------------------------------------|---|------------------------|
| After first year of employment | - | five (5) work days |
| After third-fifth year of employment | - | ten (10) work days |
| After sixth-tenth year of employment | - | fifteen (15) work days |
| After eleventh year of employment | - | twenty (20) work days |

After twenty-five (25) years
and over of employment

- twenty-five (25) work days

Vacation pay will be paid at the time the employee takes vacation and will be equal to the number of hours an employee works per day, as per contractual agreement, times the number of vacation days being taken at that time.

Section 1. Every regular full-time employee, who has worked one (1) full year from their date of hire (anniversary date), shall be entitled to vacation benefits as follows:

(a) After twelve (12) months of continuous service on the active payroll of the School District, an employee shall be entitled to one (1) work week of vacation and shall receive vacation pay based on their current work day hours times their hourly rate.

(b) After three (3) years of continuous unbroken service on the active payroll of the School District, an employee shall be entitled to two (2) work weeks of vacation and shall receive vacation pay based on their current work day hours times their hourly rate.

(c) After eleven (11) years of continuous unbroken service on the active payroll of the School District, an employee shall be entitled to four (4) work weeks of vacation and shall receive vacation pay based on their current work day hours times their hourly rate.

(d) After twenty-five (25) years of continuous unbroken service on the active payroll of the School District, an employee shall be entitled to five (5) work weeks of vacation and shall receive vacation pay based on their current work day hours times their hourly rate.

Unused vacation time of full-time employees may accumulate to a maximum of twenty-five (25) days.

Employees shall apply for a vacation at least **three (3)** days before the first day of vacation is to commence, provided such vacation is not taken in units of less than one-half (1/2) day. **A vacation day may not be rescinded once it has been approved.** If more than one employee applies for vacation at the same time, the employee or employees with the most total seniority shall be given preference.

No employee shall be permitted to use vacation leave five (5) days immediately prior to the first student day, nor the last five (5) student days unless approved by a supervisor.

Part-time employees and substitute employee are not entitled to any paid vacations.

ARTICLE IX

Hours and Wages

Employees shall be paid according to the salary schedule attached to this Agreement marked Exhibit "A" which is made a part hereof and incorporated herein as if set forth in its entirety in this Article.

A. All employees hired as, secretaries, shall be hired at an hourly rate of Fifteen

(\$15.00) Dollars per hour. Any and all increments/raises are provided for within the attached schedule.

- B. All employees hired as teacher aides will begin at the rate of Thirteen (\$13.00) Dollars per hour. Any and all increments/raises are provided for within the attached schedule. Teacher Aides shall be paid an additional two (\$2.00) dollars per hour for each day that he or she works any part of the day in an emotional support classroom, an autistic support classroom, or an elementary life skills classroom.
- C. All employees hired as per hour Licensed Practical Nurses and or Register Nurses will begin at the rate of Twenty -six (\$26.00) Dollars per hour. Furthermore, any and all increments/raises are provided for within the attached schedule.
- D. All employees hired as per hour Technology Technicians will begin at the rate of Twenty -six (\$26.00) Dollars per hour. Furthermore, any and all increments/raises are provided for within the attached schedule.

- E. The following starting rate schedule shall be used:

	2021-22	2022-23	2023-24	2024-25
Secretaries	\$15.00	\$15.25	\$15.25	\$15.50
Aides	\$13.00	\$13.25	\$13.25	\$13.50
Nurse (LPN/RN)	\$26.00	\$26.25	\$26.25	\$26.50
IT	\$26.00	\$26.25	\$26.25	\$26.50

B. **SHIFT DIFFERENTIAL**

1. All employees employed by the District as of the date of the ratification of this contract and who work the second (2nd) shift shall receive an additional nine percent (9%) per hour.

C. **HOURS**

1. **LICENSED PRACTICAL NURSES AND/OR REGISTERED NURSES**

The licensed practical nurses and/or registered nurses shall work one hundred eighty-two (182) days per year, six and one-half (6-1/2) hours per day, including one-half (1/2) hour paid lunch.

2. **LIBRARIAN ASSISTANTS**

Elementary Librarian Assistants shall work one hundred eighty-two (182) days per year, six (6) hours per day, including a thirty (30) minute paid lunch. The Riverside High School Librarian Aides shall work one hundred eighty-two (182) days per year, seven (7) hours per day, including a thirty (30) minute paid lunch.

3. **COUNSELING ASSISTANTS**

Counselling Assistants shall work one hundred eighty-two (182) days per year, six and one-half (6-1/2) hours per day, including one-half (1/2) hour paid lunch.

4. **TECHNOLOGY TECHNICIAN**

Technology Technicians work five (5) eight (8) hour workdays, Monday through Friday. They shall receive a one-half (1/2) hour paid lunch to be taken during their eight (8) hour workday. The work year for the technology technicians will be two hundred sixty (260) days.

5. **SECRETARIES**

All full-time secretaries shall work five (5) seven (7) hour days during the school year. The work year for the full-time secretaries to the elementary school principals will be one hundred ninety-two (192) days, being comprised of one hundred eighty-two (182) school calendar days, five (5) days before the first day of school and five (5) working days after the last day of school, excluding snow days, with no vacation. Full-time secretaries assisting at kindergarten registration will be paid at their regular rate. Full-time secretaries shall receive a one-half (1/2) hour paid lunch to be taken during their seven (7) hour workday. An exception to the provision involves the part-time business office secretary, who shall work five (5) five (5) hour days. The part-time secretary shall not receive a paid lunch period.

All full-time, twelve (12) month secretaries will start work at 8:00 a.m. and end the work day at 2:00 p.m. during the summer months. The SCHOOL DISTRICT will permit two (2) of the six (6) twelve (12) month secretaries to leave work at 12:00 noon on a daily basis. The secretaries leaving at 12:00 Noon should alternate on a daily basis. In addition, the part-time business secretary will start work at 8:00 a.m. and end the workday at 1:00 p.m. during the non-school summer months. Summer months shall be defined as the day after school is dismissed for summer vacation until the day before classes resume.

In the event school is closed due to an emergency or inclement weather, twelve (12) month secretaries will not be required to report and will receive credit for a day of service with pay. In the event of an extreme emergency, said employees may be called to report to work only by the expressed authority of the Superintendent of Schools.

- 6.
- (a) If an employee is required to work on a scheduled holiday, employee shall be paid one and one-half (1-1/2) times his/her hourly rate in addition to his/her holiday pay.
 - (b) If an employee is required to work on Sunday, he/she shall be paid one and one-half (1-1/2) times his/her hourly rate.
 - (c) All overtime for full-time employees will be as evenly and equitably distributed on a rotating basis as possible.

7. **MANAGERIAL PREROGATIVE**

Any overtime awarded shall be a managerial prerogative. If management feels the need for overtime, it will be awarded as defined in Article IX. No overtime shall be taken without prior authority by management.

8. **COMPLIANCE SECRETARY**

- a) The position shall be a ten (10) month position. September 1st through June 30th.
- b) The hours of work shall be seven (7) hours per day, which includes a one half (1/2) hour paid lunch.
- c) The work week shall be five days a week, Monday through Friday.
- d) The position shall be limited to one.

This position is being expanded as per the terms listed above. The Association and the District agree that the person currently holding this position shall remain in this position with no need to post and fill this position until such time the incumbent leaves the position for any reason.

ARTICLE X

Other Conditions of Employment

A. **REQUEST FOR TRANSFER**

Any employee may request a transfer out of his or her building to another building. The request shall be made in writing to his immediate supervisor who shall render a final decision.

B. **UNSAFE AND HAZARDOUS CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being. The administration, however, retains the sole right to determine the extent to which its school or any part thereof shall be operated or shut down during inclement weather or any other emergency.

C. **PERSONNEL FILES**

Upon reasonable request, given a reasonable time of notice, and with no unreasonable number of employees requesting to review the contents of their personnel files at the same time, any employee shall have the right to review the contents of his or her personal file. Any employee shall be entitled to have a representative of the ASSOCIATION accompany him or her during such review if the employee so desires.

No material derogatory to any employee's conduct, service, character, or personality shall be placed in his personal file unless the employee has had an opportunity to review the material.

Any employee will be allowed to place in their personal file, a written response to any derogatory statement placed in their file by the DISTRICT.

D. **EVALUATIONS**

Every employee shall be evaluated by their immediate supervisor in collaboration with the building principal once per year. In the event that the employee is not satisfied with the results of his or her evaluation, the employee may discuss the results of their evaluation with the Superintendent and may have a Union representative present. The evaluation must be performed in an objective manner in that any rating of unsatisfactory must point to specific instances of conduct warranting such finding. Any rating of satisfactory may also include suggestions for improvement. The employee evaluation form attached hereto shall, after its completion, be reviewed with the employee by the supervisor. The evaluation forms which will be used are incorporated herein by reference as if fully set forth herein at length and are made part of this Agreement.

RIVERSIDE EDUCATIONAL SUPPORT PERSONNEL
PERFORMANCE EVALUATION

EMPLOYEE'S NAME _____ DATE _____

EMPLOYEE CLASSIFICATION _____ BUILDING _____

- EXCELLENT - outstanding, above acceptable standards, performance consistently exceeds a job's requirements.
- GOOD - above acceptable standards, performance usually exceeds job requirements.
- AVERAGE - meets acceptable standards, performance of job is consistent.
- FAIR - improvement is needed to meet acceptable standards, inconsistent performance.
- POOR - definitely below acceptable standards, performance of job requirements is consistently deficient.

Exc.	Good	Avg.	Fair	Poor	Place checkmark in appropriate box for following evaluation.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a good record of punctuality and attendance.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintains a helpful, professional and cooperative attitude in dealing with the total district staff and the public in general.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Performs his/her duties in the time period and manner desired by the supervisor.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates favorably such personal traits as: initiative, judgment, integrity, appearance and attitude.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Performs his/her duties in a safe manner.

A positive attitude, cooperation with the staff, attention to details and self-motivation are all evidence of a good employee. You have demonstrated your proficiency in these areas by:

Observations throughout the school year have indicated the following areas are in need of attention and improvement:

Specific suggestions for improvement in each of the areas noted above:

EMPLOYEE’S SIGNATURE

SUPERVISOR’S SIGNATURE

BUILDING PRINCIPAL’S SIGNATURE

SUPERINTENDENT

My signature simply implies that I have seen this appraisal and have discussed it with my Supervisor.

DATE

ARTICLE XI

Job Classifications

- A. The bargaining unit will consist of the following job classifications:
1. Licensed Practical Nurses and/or Registered Nurses
 2. Librarian Assistants
 3. Counselling Assistants
 4. Secretaries
 5. Crossing Guards
 6. Teacher Aides
 7. Technology Technician
 8. Compliance Secretary
- B. When a new position is established, the DISTRICT shall classify the position as one of the classifications listed in this Article prior to posting the availability of the position.

ARTICLE XII

Seniority - Staff Layoffs - Reduction in Hours

- A. Seniority shall mean the total length of continuous service by an employee to the DISTRICT calculated from the most recent date of employment regardless of job classification, exclusive of any period of time attributable to a leave of absence, except vacation leave, sick leave, death leave, personal days and ASSOCIATION leave, to which an employee is entitled under this Agreement.
- B. Every layoff or staff reduction or reduction in hours shall be done according to job classification. Seniority shall determine the order and priority in which an employee shall suffer a layoff or reduction in hours.
- C. Before a layoff or reduction in hours in any particular job classification of the bargaining unit occurs, there shall be a discussion between the ASSOCIATION and the Board in order to arrive at a possible alternative solution, such as a reduction in the working hours of the employees in that particular job classification. Notwithstanding, this meet and discuss provision, the ultimate decision concerning layoff, staff reduction or reduction of hours shall be vested in the Board. When layoffs, staff reductions, furloughs or reduction of hours occur, the DISTRICT shall begin with the least senior employee of the particular classification involved.

- D. If the layoff or staff reduction or reduction in hours is reversed in the job classification, an employee shall be entitled to reinstatement, without loss of creditable seniority, in the inverse order of layoff, furlough or reduction of hours in the job classification.
- E. No employee shall be laid off, furloughed, or reduced in work hours due to the use of permanent substitutes.
- F. Bargaining unit members shall be given preference for summer work assignments provided they are qualified and competent, as determined by the Board, for the assignment.
- G. A substitute employee is not entitled to the benefit or protections of this Article XII.
- H. If an employee resigns from the DISTRICT, said employee shall not retain any seniority acquired or accrued prior to said employee's resignation.
- I. A seniority list of each job classification shall be presented to the President of the ASSOCIATION on July 1 of each year of this Agreement.

ARTICLE XIII

Workers' Compensation Insurance

The DISTRICT agrees to maintain, in force during the term of this Agreement, Workers' Compensation Insurance.

ARTICLE XIV

Posting of Positions

- A. Openings for all positions and promotions, whether newly-created or vacated within the bargaining unit, shall be posted on the appropriate bulletin boards at least thirty (30) days before the position is to be filled, except in unusual or emergency circumstances, in which event the position may be posted for no less than five (5) days before the position is filled. A copy of all postings shall be sent to the President of the ASSOCIATION.
- B. The posting may include, at the discretion of the DISTRICT, the title and location of the position, the qualifications required of applicants, the salary to be paid, and specific instructions for making application or the posted notice shall reference a DISTRICT Administrator from whom this information may be obtained upon request.
- C. An opening for any position within the bargaining unit, whether newly-created or vacated, including a promotion, shall be considered a vacancy.

- D. The DISTRICT maintains the right to determine qualifications. When equally qualified individuals are to be selected for a vacancy, bargaining unit members shall be given preference for the vacancy, provided the DISTRICT shall retain, in its sole discretion, the right to determine levels of competencies and qualifications necessary to fill the vacancy. When equally qualified individuals are both bargaining unit members, the individual with the greater seniority shall be selected.

ARTICLE XV

Dues Deductions

The Employer agrees to deduct ASSOCIATION dues from those employees of the bargaining unit who authorize, in writing, either individually or as a group requisition with individual signatures submitted by the ASSOCIATION, that such deductions be made. The aggregate amounts deducted shall be remitted to the ASSOCIATION by the last day of the succeeding month after such deductions are made. The information or dues deductions shall be available for inspection. The ASSOCIATION shall determine the amount of deductions to be made and shall notify the Employer in writing as to the amount.

ARTICLE XVI

Maintenance of Membership

Any employee included in the bargaining unit for which the ASSOCIATION has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of the ASSOCIATION or who joins the ASSOCIATION after the effective date of this Agreement, shall remain a member of the ASSOCIATION for the duration of this Agreement, provided that any such employee may resign from the ASSOCIATION during a period of fifteen (15) days prior to the expiration of this Agreement. Any employee who is separated from active employment by reason of termination or reduction in force, may resign from the ASSOCIATION at the end of the school year following such separation.

ARTICLE XVII

Board-Approved Personal and Health Leave

- A. The Board, in its discretion, may grant unpaid leaves for health or personal reasons with the understanding that the employee shall return to work upon completion of said leave.
- B. Any time on leave shall not be counted toward seniority. When an employee returns from leave, the employee shall maintain all previous seniority acquired before said leave begins.
- C. The DISTRICT shall notify the ASSOCIATION in writing of any Board action taken on requests for retirements, leaves, resignations, or terminations, and the names of individuals involved for all classes of the bargaining unit.

ARTICLE XVIII

Childrearing Leave

- A. Childrearing leave shall be granted to employees upon the application of the employee expecting the birth of a child. Application for childrearing leave must be submitted to the Superintendent at least sixty (60) days prior to the anticipated commencement day of said leave. The commencement date shall be determined by the employee.
- B. Childrearing leave will be granted without pay to a maximum of two (2) years.
- C. Childrearing leave shall be effective and shall terminate at a time mutually agreed upon by the employee and employer.
- D. Upon termination of the childrearing leave, the employee shall be reinstated to the position held before commencing the leave of absence or an equivalent position. The employee returning from childrearing leave will retain all seniority earned prior to the effective date of the leave.
- E. All insurance benefits shall continue to be paid for by the District for an employee on childrearing leave for the first six (6) months of the leave.
- F. Leave shall be available to employees, if requested, in the event of the placement for adoption and subsequent adoption of a child in accord with the standards herein set forth.

Childbearing Leave

- A. Childbearing leave shall be granted to employees expecting the birth of a child in accordance with applicable state and federal law.
- B. Upon termination of the childbearing leave, the employee shall be reinstated to the position held before commencing the leave of absence, or an equivalent position. The employee returning from childbearing leave will retain all seniority earned prior to the effective date of the leave.
- C. All insurance benefits shall continue to be paid for by the District for an employee on childbearing leave to the extent provided or by applicable state and federal law.

ARTICLE XIX

Probationary Employees

All new employees shall be probationary employees for a period of sixty (60) workdays from the first date worked. Such probationary employees may, at any time prior to the expiration date of said sixty (60) day period, be terminated by the District at its discretion. Probationary employees shall have no rights under the terms and conditions of this Agreement, including, but not limited to, no seniority rights and no right to enforce the grievance and arbitration procedures as set forth in this Agreement. There will be two (2) written evaluations during the above-referenced sixty (60) day period. One evaluation will occur after thirty (30) days and the second will occur prior to the end of the sixty (60) day period. Upon completion of this probationary period, the employee shall acquire and shall become entitled to all rights to which employees are entitled under this Agreement, including seniority rights dating back to the effective date of the appointment. The name, address, job classification and starting salary of each probationary employee shall be furnished to the Association upon completion of the probationary period. All probationary employees shall be paid according to the salary schedule set forth in the Agreement for the job classification for which he or she was hired.

ARTICLE XX

Miscellaneous Provisions

A. SALARY INCREASES

The Board is prepared to offer the following percentage increases to all employees, in accordance with the language of this contract, over the next four (4) years. The agreed increases are as indicated on the attachments which are attached hereto and incorporated herein as if fully set forth herein at length.

July 1, 2021

Secretaries who are employed by the District as of June 30, 2021 shall have their rate increased to fifteen dollar (\$15.00) or receive an increase of one dollar and twenty-five (\$1.25) whichever results in the largest increase.

Aides who are employed by the District as of June 30, 2021 shall have their rate increased to thirteen dollars (\$13.00) or receive an increase of one dollar and twenty-five (\$1.25) whichever results in the largest increase.

Nurses who are employed by the District as of June 30, 2021 shall have their rate increased to twenty -six dollars (\$26.00) or receive an increase of sixty cents (.60) whichever results in the largest increase.

Technology Technicians who are employed by the District as of June 30, 2021 shall have their rate increased to twenty -six dollars (\$26.00) or receive an increase of sixty cents (.60) whichever results in the largest increase.

The following increases shall after year one (1).

July 1, 2022- three percent (3%) increase all categories

July 1, 2023- three percent (3%) per hour all categories

July 1, 2024- three percent (3%) per hour all categories

B. HEADINGS

The parties hereto agree that any headings preceding the text of the several Articles or Sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they effect its meaning, construction or effect.

C. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the DISTRICT and the ASSOCIATION, and there are no agreements, conditions or understandings, either oral or written, other than as set forth herein. It is further agreed that no amendment, change, modification or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by both of the parties.

D. NUMBER, GENDER AND GRAMMAR

Any term used in this Agreement in the singular shall include the plural, and the plural, the singular. Words used in the masculine gender shall include the feminine and neuter. Grammatical errors shall not vitiate this Agreement.

E. No reprisals shall be taken by the employer or its agents against any employee on account of participation in activities authorized by the ASSOCIATION.

F. All terms and conditions of this Agreement shall be retroactive to **July 1, 2021**.

G. DIRECT DEPOSIT

Bargaining unit members will have the right to have payroll checks deposited directly into a designated account upon notice to the Business Office. Whenever a pay date coincides with a holiday, the employee's account may not be credited in a timely manner.

H. The district shall provide all aides with a sufficient number of training hours to meet the regulatory standards established to ensure compliance. The District shall provide the required number of training hours during the aides normal work day and the aides shall suffer no loss as a result of attending such training. All such training hours will be provided free of charge for the aides.

I. The district shall make available a Section 125 flexible spending plan. The plan shall be identical to the plan the education professionals have in their Collective Bargaining Agreement.

ARTICLE XXI

The employer agrees to reimburse employees in the bargaining unit the maximum allowable by the I.R.S. for the use of personal vehicles in the performance of employer business provided employee obtains prior approval by his or her supervisor.

ARTICLE XXII

The District and the Association have agreed to outsource the services provided by current bargaining unit members in the categories of maintenance, custodian, cleaning personnel, and cafeteria monitors. However, it is agreed that no other work performed by the bargaining unit shall be outsourced. All maintenance, custodian, cleaning personnel, and cafeteria monitors employees of the District shall no longer be employed by the District as of December 1, 2021.

1. Each maintenance employee shall be eligible to the sum of Three Hundred (\$300.00) Dollars per year for each year of service to the Riverside School District.
2. Each maintenance employee shall be eligible to receive Fifty (\$50.00) Dollars for each and every day of accumulated unused sick leave.
3. Each maintenance employee shall be eligible to receive Twenty-Five (\$25.00) Dollars for each and every day of accumulated vacation/personal days leave.
4. Lunch Monitor employees shall be provided a lump sum payment of One Thousand (\$1,000.00) Dollars.
5. Cleaning personnel employee shall be provided a lump sum payment of One Thousand (\$1,000.00) Dollars.
6. Bargaining unit maintenance employees who retire during the term of this Agreement and have worked in the Riverside School District for a minimum of five (5) years shall be provided a lump sum payment of \$15,000.00.
7. IRC 403(b) tax-sheltered annuity (TSA)
 - a. Monies paid to employees eligible for severance pay and the early retirement incentive shall be deposited into a 403(b) tax sheltered annuity account established by the eligible employee with a District approved vendor. Said vendor shall be responsible for administering such programs.
 - b. The monies paid into the 403(b) tax sheltered account shall be in an amount equal to the value of the eligible employee's retirement incentive pursuant to the Collective Bargaining Agreement.
 - c. All deposits are limited to the employee's IRS limits. If there are excessive deposits, those deposits will be made to the eligible employee's account in the next subsequent year up to the IRS limit.

d. The employer's first deposit into the retiree's 403(b) account shall be made on the effective date of retirement or at such later date as may be requested by the retiree, but no later than December 1, 2021. Subsequent deposits shall be separated by a period of one (1) calendar year. Retirees may request to defer subsequent deposits longer than one (1) calendar year but no deferral shall be longer than the end of that fiscal year.

8. All current maintenance/cleaning/lunch monitor employees shall be offered a position of employment with any vendor retained by the District.

9. Employees shall be permitted to use all, or any portion of their personal days and vacation days they have without limitations. The employee will provide the district with three (3) days' notice prior to commencement of the leave being used. If any employee utilizes and sick/vacation/personal days from the date of ratification of a successor Collective Bargaining Agreement, the District shall be allowed to utilize an outside contractor to perform said work. The Association shall agree not to file any grievance or seek any remedy for outside labor performing union work.

ARTICLE XXIII

Definitions

The following terms, words and phrases shall be defined as, and shall have no meaning other than indicated in this Article.

- (A) The term "*employer*" shall mean the Riverside School District.
- (B) The terms "*regular full-time employee*" and "*full-time employee*" shall mean a person who is employed by the employer to regularly work for the Riverside School District thirty (30) or more hours per week during each and every continuous and successive week of each year of the term of this contract or of the school year.
- (C) The terms "*regular part-time employee*" and "*part-time employee*" shall mean a person who is employed by the employer to regularly work for the Riverside School District less than thirty (30) hours per week during each and every continuous and successive week of the school year.
- (D) The term "*substitute employee*" shall mean an employee other than a regular full-time employee or a regular part-time employee.
- (E) The term "*employee*" shall mean a person who is a regular full-time employee or a regular part-time employee.
- (F) The term "*school year*" shall have the same meaning in this Agreement as such term is defined in the School code of the Commonwealth of Pennsylvania, as amended.
- (G) The term "*Superintendent*" shall mean the Superintendent of Schools of the Riverside School District.

(H) The term "*Board*" shall mean the Board of Directors of the Riverside School District.

ARTICLE XXIV

Repealer

Any and all previous contracts or agreements between the Riverside School District and the Riverside Educational Support Personnel Association are hereby repealed absolutely and declared to be null and void and of no force or effect whatsoever and are superseded in all respects whatsoever by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, bound by the terms hereof, have executed these presents this 25th day of October, 204.

ATTEST:

RIVERSIDE SCHOOL DISTRICT:

Barbara Fedor (SEAL)
Barbara Fedor, Secretary
RIVERSIDE SCHOOL DISTRICT

BY: Carol Armstrong (SEAL)
Carol Armstrong, President
RIVERSIDE SCHOOL DISTRICT

ATTEST:

RIVERSIDE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION:

Rachelle Kempa (SEAL)
Rachelle Kempa, Secretary
RIVERSIDE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

BY: Beverly Leasure (SEAL)
Beverly Leasure, Vice President
RIVERSIDE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

BEREAVEMENT LEAVE FORM

This form should be completed by the employee who uses bereavement leave. Please provide the completed form to the building principal upon return to work.

Employee's Name: _____

Date(s) of Leave: _____

Name of Deceased: _____

Employee relationship to decedent: _____

Employee's Signature

Date

EXHIBIT A

	Daily	Weekly	Annual	Annual		3.0% RAISE	3.0% RAISE	3.0% RAISE
NAME	Hours	Hours	Days	Hours	21-22	22-23	23-24	24-25
<u>Para Educators</u>								
BAZUR	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
BALCERZAK	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
PAPPA	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
JONES	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
KEMPA	6.5	32.5	182	1,183.00	\$14.59	\$15.03	\$15.48	\$15.94
LA RUE	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
LOISELLE	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
NORRIS	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
SKORANSKI	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
DEMPSEY	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
WEBB	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
MATTICKS	5.5	27.5	182	1,001.00	\$13.95	\$14.37	\$14.80	\$15.24
KUNDLA	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
URBAN	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
GALLAGHER	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
MERRICK	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
LEON	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
BISIGNANI	5.5	27.5	182	1,001.00	\$13.64	\$14.05	\$14.47	\$14.90
BRADLEY	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
CONNOR	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21
HARBERT	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
LEASURE	6.5	32.5	182	1,183.00	\$14.59	\$15.03	\$15.48	\$15.94
DAVIS	5.5	27.5	182	1,001.00	\$14.59	\$15.03	\$15.48	\$15.94
HIGGINS	5.5	27.5	182	1,001.00	\$13.00	\$13.39	\$13.79	\$14.21

	Daily	Weekly	Annual	Annual		3.0% RAISE	3.0% RAISE	3.0% RAISE
NAME	Hours	Hours	Days	Hours	21-22	22-23	23-24	24-25
<u>SECRETARIES</u>								
ORZEL	7	35	260	1,820.00	\$18.05	\$18.59	\$19.15	\$19.72
FEDOR	7	35	260	1,820.00	\$15.00	\$15.45	\$15.91	\$16.39
BESECKER	7	35	260	1,820.00	\$15.56	\$16.03	\$16.51	\$17.00
BURKE	7	35	260	1,820.00	\$18.05	\$18.59	\$19.15	\$19.72
ANISKA	7	35	260	1,820.00	\$15.20	\$15.66	\$16.13	\$16.61
KIMBLE	7	35	260	1,820.00	\$15.00	\$15.45	\$15.91	\$16.39
MORAN	7	35	SEPT 1 - JUNE 30		\$15.00	\$15.45	\$15.91	\$16.39
CANTARELLA	7	35	260	1,820.00	\$15.20	\$15.66	\$16.13	\$16.61
MCKEEFERY	7	35	260	1,820.00	\$15.00	\$15.45	\$15.91	\$16.39
	Daily	Weekly	Annual	Annual		3.0% RAISE	3.0% RAISE	3.0% RAISE
NAME	Hours	Hours	Days	Hours	21-22	22-23	23-24	24-25
<u>ELEMENTARY NURSES</u>								
FLYYN	6.5	32.5	182	1,183.00	\$26.99	\$27.80	\$28.63	\$29.49
JENSEN	6.5	32.5	182	1,183.00	\$29.45	\$30.33	\$31.24	\$32.18
	Daily	Weekly	Annual	Annual		3.0% RAISE	3.0% RAISE	3.0% RAISE
NAME	Hours	Hours	Days	Hours	21-22	22-23	23-24	24-25
<u>IT</u>								
KRAKY	8	40	260	2,080.00	\$29.44	\$30.32	\$31.23	\$32.17
DUFFY	8	40	260	2,080.00	\$26.00	\$26.78	\$27.58	\$28.41