

AGREEMENT

Between

HUNTINGDON AREA EDUCATIONAL SUPPORT
PROFESSIONALS ASSOCIATION ESPA/PSEA/NEA

And

HUNTINGDON AREA SCHOOL DISTRICT

July 1, 2024 to June 30, 2028

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PREAMBLE

This agreement was ratified by the parties on the 26th day of February to take effect the first day of July 2024, by and between the Huntingdon Area School Board, hereinafter called the "employer" and the Huntingdon Area Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter called the "Association".

WITNESSETH

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

RECOGNITION

SECTION 1:

The Huntingdon Area Board of school Directors, hereinafter employer, hereby recognizes the Huntingdon Area Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter Association, as the exclusive representative for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board, PERA-U-89-588W, PERA-U-82-641-W, PERA-U-80-802-C, PERA-R-8547-C, PERA-R-4783-C and amendments thereto, for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment.

SECTION 2:

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

SECTION 3:

The bargaining unit for which the board recognizes the Association as the exclusive representative with respect to wages, hours, and other terms and conditions of employment shall be a unit comprised of all full-time and regular part-time nonprofessional employees, including but not limited to secretarial-clerical, paraeducator, and food service employees, supervisors, first-level supervisors, and excluding professional, management, and confidential employees, supervisors, first-level supervisors, and guards as defined in the Act.

SECTION 4:

Any temporary employee who is hired to work ninety (90) consecutive workdays shall, on the ninety-first (91st) workday of employment, be considered as a regular member of this bargaining unit.

ARTICLE I
GRIEVANCE PROCEDURE

Section I: DEFINITIONS

A. **GRIEVANCE**

A grievance is an allegation by an employee, group of employees, or by the Association that there has been a violation, misinterpretation, or misapplication of a term or terms of this agreement.

B. **AGGRIEVED PERSON**

An aggrieved person is the person or persons making the complaint.

C. **PARTY IN INTEREST**

A party in interest is the person or persons against whom the complaint is made and any person or persons who might be affected or required to take action in order to resolve the complaint.

D. **DAYS**

Unless otherwise specified, the term "days" when used shall mean school working days except that Saturday, Sunday, or legal or contractual holiday shall not be counted as the last day of any time limit.

SECTION 2: GENERAL PROCEDURES

- A. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite this process.
- B. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered. The failure of an administrator at any level to communicate his/her decision in writing within the specified time limits set forth herein shall automatically award the grievance in favor of the grievant.
- C. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with appropriate members of the administration and having the grievance adjusted without the intervention of any employee organization, provided that the adjustment is not inconsistent with the terms of this contract; and further, that the association will be notified by the employer of any adjustment.
- D. At all levels beyond level one of a grievance after it has been formally presented, representatives of the association and/or their designee may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
- E. All grievances shall be initiated on a form devised by the Association and approved by the board.
- F. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the fiscal year, and if left unresolved until the beginning of the

following fiscal year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the fiscal year or as soon thereafter as is practicable.

SECTION 3: INITIATION AND PROCESSING OF GRIEVANCES

A. INFORMAL LEVEL

Within ten (10) calendar days of the event giving rise to a grievance, the aggrieved person shall first discuss the grievance with the party in interest with the objective of resolving the matter informally.

B. LEVEL ONE

In the event that the aggrieved person is not satisfied with the decision at the informal level, he/she shall file in writing within ten (10) days and state specifically the nature of the grievance and the provision(s) of the contract allegedly violated to the lowest administration level that has the authority to adjudicate said grievance. Within ten (10) days of receipt of the grievance, the person to whom the formal grievance was filed shall render his/her decision in writing. All grievances shall be processed through the various levels until a decision has been reached that is satisfactory to the aggrieved person.

C. LEVEL TWO

In any event where the immediate superior is not the building principal, then the aggrieved, if not satisfied with the Level One disposition, shall present in writing within ten (10) days his/her grievance to the building principal or if not the building principal then his/her immediate supervisor. The building principal or supervisor shall answer in writing within ten (10) days.

D. LEVEL THREE

If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she may appeal within ten (10) days an adverse decision to the Superintendent. The grievance shall be in writing and state specifically the grievance and the disposition at formal levels. The Superintendent shall answer in writing within ten (10) days.

E. LEVEL FOUR

The aggrieved, if not satisfied with the disposition of the grievance at Level Three, may request a hearing within ten (10) days with the board of education. The Board shall hold hearings within ten (10) days and shall report their decision in writing within twenty (20) days to the employee.

F. LEVEL FIVE

1. The Association may, after notification of the disposition of the grievance under Level Four, request in writing, within ten (10) days to the Board, arbitration of the grievance in accordance with Section 903 of Act 195. Within five (5) days of said notice, the Association shall request the Pennsylvania Bureau of Mediation to submit a list of arbitrators to both parties. Within five (5) days of the receipt of such a list

of acceptable arbitrators, the board and the Association will strike names as provided for in Section 903 of Act 195.

2. The arbitrator selected shall immediately be notified by both parties of his/her selection. The arbitrator so chosen shall conduct such investigations and hearings as he/she may deem requisite and necessary to bring about a proper determination of the grievance submitted to him/her.
3. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary traveling subsistence expenses, and the cost of the hearing room and court reporter, shall be borne by the employer and the Association equally. Any other expenses incurred shall be paid by the party incurring the same.

SECTION 4: REPRESENTATION

- A. At all stages of the grievance procedure, the employee shall be entitled to be represented by Association counsel and/or the Association representative.
- B. The employee may at any step present whatever evidence and/or witnesses it or they may deem necessary.

SECTION 5: MISCELLANEOUS

- A. SEPARATE GRIEVANCE FILE
All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- B. MEETINGS AND HEARINGS
All grievance meetings and hearings under this procedure shall not be conducted in public except where action on the part of the Board of education is required at a public meeting.

ARTICLE II

EMPLOYEE RIGHTS

SECTION 1: STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the public school code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 2: JUST CAUSE PROVISION

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

SECTION 3: REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of the employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or Association Counsel present to advise him/her and represent him/her during such meeting or interview.

SECTION 4: SUSPENSION PAY

Any accrued or deferred earnings will be paid to an employee who is suspended.

SECTION 5: UNSAFE AND HAZARDOUS CONDITIONS

Employees covered by this agreement shall not be required to work under unsafe and hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing as determined by the Pennsylvania Department of Labor and Industry.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1: INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the program and the financial resources of the District and any other information which is normally made available to the public together with information which may be necessary for the Association to process any grievance or complaint.

SECTION 2: RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any employee participates during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay. This provision shall also apply to school-related conferences or meetings as approved by the board of education.

SECTION 3: USE OF SCHOOL BUILDINGS

A community use of school facilities form must be approved through the Superintendent's office if the Association and its representatives desire to use school buildings for meetings.

SECTION 4: USE OF SCHOOL EQUIPMENT

The Association shall have the right to use all school facilities and equipment. The Association will pay for the cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

SECTION 5: BULLETIN BOARD

The Association shall have in each school building the use of a bulletin board in each employee lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal for approval. If approval is denied, appeal may be made to the Superintendent.

SECTION 6: MAIL FACILITIES AND MAILBOXES

The Association shall have the right to use the inter-school mail facilities and school mailboxes for the distribution of official Association materials as it deems necessary and without the approval of building principals or other members of the administration.

SECTION 7: EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

SECTION 8: ASSOCIATION LEAVE

- A. TEN (10) Association leave days shall be granted to Association officers and/or members to attend Association functions without loss of pay. No more than five (5) days shall be granted to any one member. The Association shall reimburse the District for wages and benefits of the substitute(s) involved.
- B. Additional days may be granted at the discretion of the Board at the request of the Association.

SECTION 9:

Upon written request by the Association President, the Board shall provide the Association President with a copy of the Board agenda and minutes if they have not been made available otherwise.

ARTICLE IV
PERSONAL FREEDOM

SECTION 1: PERSONAL LIFE

The personal life of an employee shall be a concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his or her assigned functions during duty hours.

The Board acknowledges the right of employees as citizens in a democratic society to speak out on issues of public concern. When those issues are related to the school district and its programs, however, the employee's freedom of expression must be balanced against the interests of this district.

SECTION 2: CITIZENSHIP

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee, or the lack thereof shall be grounds for any discipline for discrimination with respect to the employment of such employee, providing said activities do not violate any local, state, or federal law.

SECTION 3: EDUCATIONAL AND SKILL IMPROVEMENT REIMBURSEMENT

The HASD will, upon appropriate approval, pay for all tuition and course materials, to include books, of any training or job-related educational courses needed to more efficiently perform their job function or to adapt to new technology. Courses will not be approved when the purpose behind the course is to enhance the employee's chances of advancement.

All courses and training will be submitted to the employee's immediate supervisor for initial approval. Final approval will lie at the second supervisory level above the employee; and such approval will not be unreasonably denied.

Reimbursement will be made after proof of course completion with a passing grade and receipt of payment for the course(s) taken.

ARTICLE V
ILLNESS, DISABILITY, AND TERMINATION

SECTION 1: ACCUMULATIVE SICK LEAVE DAYS

- A. On the opening day of the work year, each full-time employee shall be credited with the hours equal to ten (10) days of sick leave allowance using the applicable formula in Article VIII, Section 6 of this agreement. The unused portion of such allowance shall accumulate from year to year without limitation. Sick days shall be prorated if the employee works less than a full year. The proration will be calculated by dividing the number of actual days worked by the required amount of contract days for that classification to get the proration rate. The proration rate is multiplied by the allotted amount of days for the contract year.

- B. On the opening day of the work year, each part-time employee shall be credited with the hours equal to five (5) days of sick leave allowance using the applicable formula in Article VIII, Section 6 of this agreement. The unused portion of such allowance shall accumulate from year to year without limitation. If a part-time employee moves to a full-time position their sick days will be prorated and converted to hours. Sick days shall be prorated if the employee works less than a full year. The proration will be calculated by dividing the number of actual days worked by the required amount of contract days for that classification to get the proration rate. The proration rate is multiplied by the allotted amount of days for the contract year.
- C. A maximum of five (5) sick leave days per year may be used for family illness.
- D. Sick days may be taken in whole or half day increments.
- E. The District may request a written physician's statement from the employee after three (3) days of consecutive absences, or upon suspicion of abuse (for example, a pattern of same day absences), or a continued absence of ten (10) days in a school year.

SICK LEAVE BANK

The HAESPA Sick Leave Bank (SLB) has been organized for the use of employees of the work unit to ease the financial burden on the employee when accumulated sick leave has been expended due to an extended illness and/or incapacity causing long periods of absence from regularly assigned duties. The following guidelines apply to the operation of the SLB:

1. On the first day of each school year, each employee within the bargaining unit may contribute sick leave days to a common bank administered by the Association. Each employee who wishes to participate will be given a form. Notification of contributions shall be given to the HASB no later than thirty (30) days after the beginning of the school year.
2. No hours in the bank, or any hours drawn from the bank shall be eligible for reimbursement under Article V, Section 5, Termination of Employment – Retirement.
3. Any employee participating in the SLB shall be limited to the hours equivalent to 45 days per school year.
4. The Association agrees to indemnify and hold the District harmless for any and all claims associated with the SLB.
5. Any administrative details not outlined in this section will be determined by the Association in an Appendix to its Constitution & By-Laws.
6. The Association will provide a copy of SLB rules and regulations to Central Office any time there are revisions made by the Association. The Association will communicate with Central Office when a

member is granted a request for SLB along with providing a copy of the appropriate physician statements.

SECTION 2: LEAVE OF ABSENCE

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay. Said leave shall be for the duration of such illness or disability, but not to exceed a period of time equal to the remainder of the contract year in which the leave was requested plus up to an additional six (6) months. The employee shall be eligible to remain on the district's group hospitalization plan by submitting the appropriate premiums to the district.

SECTION 3: DAYS NOT CHARGED

Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick or emergency leave days. Injury or illness causing absence must be certified in writing by a licensed physician.

SECTION 4: ACCUMULATION OF SICK LEAVE

Employees shall have access to the District's portal that will provide them with information regarding available leave days.

SECTION 5: TERMINATION OF EMPLOYMENT-RETIREMENT

With ninety (90) calendar days' notice, all employees after 15 years of service, within the Pennsylvania Public School System, 10 of which are in the Huntingdon Area School District, will be paid in cash for all unused accumulated sick days at the rate of eighty (\$80) per eight-hour day for the total number of hours accumulated. If an employee dies while on active service, the district shall pay the designated beneficiary for said days/hours.

ARTICLE VI

PAID TEMPORARY LEAVES OF ABSENCE

SECTION 1: PERSONAL DAYS

- A. Each employee shall be entitled to two (2) personal days per year beginning with the first year of employment.
- B. After five (5) years consecutive service with the district, employees shall be entitled to three (3) personal leave days per year.

C. Part-time employees' adjustments:

- If any part-time employee moves to a full-time position, then the personal days will be converted to hours.
- Part-time employees may use personal days as stated above as sick days when the situation warrants. No prior approval for sick days will be required.

D. Personal days may be taken in whole or half day increments.

E. Upon retirement, unused personal days shall become additional sick days.

F. Employees will be authorized full salary for personal days. No prior approval for personal days will be required. However, the employee will give twenty-four (24) hours' notice to his/her immediate supervisor before the use of a personal day except in case of an emergency.

G. No more than 10% of support staff may be on personal leave at one time except in case of emergency as determined by the supervisor.

H. Unused personal leave days shall accumulate to a bank of five (5) days. The employee must provide the building administrator three (3) days' written notice to use consecutive personal days. If a day or days are taken during the last three weeks of school, the employee must have the approval of the building administrator. Personal days over five (5) at the beginning of each school year will roll over to sick days.

I. Personal days shall be prorated if the employee works less than a full year. The proration will be calculated by dividing the number of actual days worked by the required amount of contract days for that classification to get the proration rate. The proration rate is multiplied by the allotted amount of days for the contract year.

SECTION 2: LEGAL

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or time required to serve as a juror. Any payment received for jury duty shall be deducted from the employee's normal daily compensation.

SECTION 3: BEREAVEMENT

Up to three (3) days at any one time in the event of death or serious illness of any employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, great-grandparent and any other member of the immediate household living under the same roof. Employees shall be granted one (1) day in the event of death of employee's friend or close relative outside the employee's immediate family as defined above. In the event of the death of an employee in the Huntingdon Area School District, the principal or immediate supervisor of said employee shall grant to an appropriate number of employees sufficient time to attend the funeral.

NOTE: If the teachers change their contract pertaining to "serious illness" and "friend", then the support staff will make the same change in this contract.

ARTICLE VII

UNPAID LEAVES OF ABSENCE

SECTION I: MATERNITY

- A. Female employees of the Huntingdon Area School District, who have been duly elected and have served at least one (1) day in their position, shall be entitled to a leave of absence for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recover, as certified in writing by a licensed physician. One of the following leaves of absence may be selected by the employee:
1. A leave consisting of a portion of the provided or accumulated sick leave.
 2. A leave consisting of all of the provided or accumulated sick leave.
 3. A leave consisting of a portion of the provided or accumulated sick leave and an extended disability leave.
 4. A leave consisting of all the provided or accumulated sick leave and an extended disability leave.
 5. A disability leave that excludes the use of sick leave.
- B. The leaves of absence shall be governed by the following policies:
1. While on sick leave the employee shall receive full salary and benefits normally received, and shall accrue service credit. The accrual of service credit shall include credit for the purpose of accruing seniority rights, sick leave, and emergency days and for the purpose of advancement on the salary scale by annual increments.
 2. While on the extended disability leave, the employee shall receive no salary; however, if the total paid service during the school year is one-hundred twenty (120) or more days, the employee shall receive full credit toward the advancement on the salary scale by annual increments. The employee shall have the right to maintain hospitalization, dental care, and life insurance at her own expense providing that these procedures are legal.
 3. The beginning date for a leave shall be determined jointly by the employee's physician and the employee upon the employee's physician's certification of pregnancy. Notification of pregnancy shall be given to the Board of Education in the fifth month of pregnancy. Notification of the beginning date of the leave shall be made at least thirty (30) days before that beginning date.
 4. The leave of absence shall not extend beyond a maximum of one (1) year from the date of the beginning of the leave.

5. On returning to service from maternity leave, the employee shall be returned to the same position she occupied prior to the leave. If that position no longer exists, the employee shall be given another position for which she is properly qualified.
6. The employee shall file with the Superintendent a written report from the employee's physician that the employee is able to assume her regular duties. Cost of such examination shall be the responsibility of the employee.

SECTION 2: OTHER TYPES OF LEAVE-NEEDED AT HOME, OR EDUCATION

Any employee with a minimum of three (3) years' service may request in writing for leave up to a year. If an extension is needed, the employee will be able to apply in writing. See Section 54 "Return from Leave".

SECTION 3: EXTENSIONS AND RENEWALS

All extension or renewal of leaves shall be applied for and granted or denied in writing.

SECTION 4: RETURN FROM LEAVE-BENEFITS

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to him/her upon his/her return as fully as if he/she had never taken said leave, and he/she shall be assigned to the same position, if it exists, or a comparable position which he/she held at the time said leave commenced.

SECTION 5: FRINGE BENEFITS

It shall be the employee's right to maintain hospitalization, dental care, and insurance at his or her own expense while on any of the leaves described in Sections 1,2, and 3.

ARTICLE VIII

INSURANCES

SECTION 1: HEALTH CARE INSURANCE

- A. **Health plan:** During the term of this Agreement, the District will provide all eligible employees and eligible dependents a Qualified High Deductible Health Plan (QHDHP). Throughout the term of this Agreement, the deductible of the QHDHP shall be the minimum deductible set by the IRS for a health plan to maintain QHDHP status, and it is expressly acknowledged and understood that the IRS may periodically change the minimum deductible during the term of this Agreement. At all times, the District will be required to assure that the QHDHP is administered in accordance with all applicable laws and regulations.

The QHDHP will be offered through Highmark Blue Shield or such other insurance carrier as agreed to by the parties (Insurance Carrier). Coverage under the QHDHP shall be subject to the policies, procedures, and guidelines of the Insurance Carrier.

- B. **Health Savings Account:** Any employee enrolled in the QHDHP offered by the District shall be given a Health Savings Account (HSA) unless that employee, due to no fault of their own, would be considered ineligible for an HSA under relevant federal or state regulations. If and to the extent the HSA has an administrative fee, the District shall pay that fee for any employee currently working for the District. Upon an employee's retirement, resignation, termination, or if the employee ceases to be the primary insured person under the QHDHP (i.e., becomes a dependent on another employee's policy or drops coverage altogether), then that employee shall be responsible for any HSA administrative fee. For purposes of this paragraph, the term "administrative fee" shall only refer to the fee charged by the HSA vendor to maintain the fee and shall not include any other fee which may be assessed including, but not limited to, investment fees, paper statement fees, fees charged by other institutions, or penalties.

Health Reimbursement Arrangement: A Health Reimbursement Arrangement (HRA) will be established for any employee who is not otherwise eligible for an HSA due to no fault of their own. An employee will have an HRA established for them if:

- a. They are enrolled in Medicare or TRICARE prior to their employment at the District;
- b. They are required pursuant to outside policies or contractual provisions to be on a spouse's health plan which is not a QHDHP; or
- c. They are being claimed as a dependent on someone else's tax return.

While employed, any funds in the HRA will roll over year to year. An HRA will not be established for any person who voluntarily makes themselves ineligible for an HSA including, but not limited to, enrolling in another health plan which is not a QHDHP, enrolling in Medicare after they are already employed, or if they or their spouse open a general purpose medical Flexible Spending Account or Health Reimbursement Arrangement.

HSA/HRA Contributions: For any employee who enrolls in the District's QHDHP for the first time, the District shall contribute seventy percent (70%) of the then applicable deductible for the tier of coverage that the employee has enrolled in. For all other employees enrolled in the QHDHP, the District shall contribute an amount equal to sixty percent (60%) of the then applicable deductible.

Premium Co-Share: The District shall pay ninety percent (90%) of the premium for all employees enrolled in the QHDHP based upon the tier of coverage the employee enrolls in, and the employee shall pay the remaining ten percent (10%) of the premium.

- C. In the event that the teachers agree to change the health insurance carrier and/or the plan benefits, providing that the carrier and/or plan benefits are equal to or better than the present health insurance carrier and/or plan benefits, and then any such change will, on its effective dates, also be applicable to members of this bargaining unit. In the event there is a reimbursement for non-participation of health

care offered to other employees, said offer shall become available to employees covered by this agreement.

- D. In the event an employee assistance program is made available to other employees of the District; said program shall also become available to employees covered under this agreement. The EAP shall be equal to the plan offered to other employees.
- E. The District will make coverage available to spouses of employees in limited circumstances. Spouses who work for, and have the opportunity for insurance through, 1) the Commonwealth of Pennsylvania; 2) any public school district; 3) any of the State System of Higher Education Universities or state owned universities funded by the state of Pennsylvania; 4) any state related university of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University, and Temple University); or 5) the Federal Government, will not be eligible for coverage on the District plan.

SECTION 2: LIFE INSURANCE

GROUP LIFE

The Board shall pay the premium group term life policy. The amount of coverage shall be thirty-five thousand dollars (\$35,000). Employees must meet the terms of the current policy in force for initial coverage or increased coverage. The Board will not change carriers for the above term coverage without meeting with the Association on a "Meet-and-Discuss" basis.

SECTION 3: DENTAL CARE – RATE OF CONTRIBUTION

After agreement with the Association regarding appropriate carriers, for each full-time employee, the Board will pay 50% of the premium of any accepted dental insurance plan. Married employees, both employed by the Huntingdon Area School District, shall be considered as one (1) enrollment. If an increased benefit is offered to other employees, said benefits shall be available to employees covered by this agreement.

SECTION 4: DESCRIPTION TO EMPLOYEES

The Board shall provide to each employee descriptions of the coverages provided under this article no later than the beginning of the agreement year or insurance anniversary date, which shall include a clear description of conditions of the limits of coverage.

The Association will be notified of any mutually agreed upon major changes in the aforementioned provisions. All new employees shall be given a description of the above coverages, as soon as it is available.

SECTION 5: EARLY RETIREMENT

Any employee retiring before the age of sixty-five (65) shall be eligible to remain in the district's hospitalization program as stated in Section 1 of this article, until said employee reaches the age of sixty-five (65) provided the employee submits the appropriate premiums to the District.

SECTION 6: PART-TIME EMPLOYEE PARTICIPATION

Part-time employees, five (5) hours or less, may participate in any of the benefits listed under Article VIII on a prorated basis. The Board's contribution shall be determined by using eight (8) as a denominator and the number of hours worked daily as a numerator multiplied by the full-time benefits. The difference shall be paid by the part-time employee.

SECTION 7: FLEXIBLE SPENDING PLAN

Employees who are enrolled in a Health Reimbursement Arrangement (HRA) will have the opportunity to participate in the PSEA Health and Welfare Fund Flexible Spending Program for out-of-pocket medical expenses and childcare as provided by Section 125 of the Internal Revenue Code and the Flexible Spending Plan Document. Costs for participation will be paid by the employee. Employees who are enrolled in a Health Savings Account (HSA) are not eligible to participate in the FSP.

ARTICLE IX

OTHER CONDITIONS OF EMPLOYMENT

SECTION 1: REQUEST FOR TRANSFER

The Board recognizes that it is desirable in making assignments to consider the needs of students along with the interests of its employees. Requests by an employee for transfer to a different building or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. The Board and/or Administration shall act upon such request within thirty (30) days after receipt thereof. The criteria for adjudging the request shall include the employee's qualifications, performance and needs of the student(s). When two or more employees have equal qualifications, as determined by the board, then seniority shall be the determining criteria.

SECTION 2: VACANCIES

Whenever a vacancy, either permanent or temporary, within this bargaining unit arises or is anticipated, the Superintendent shall post notice of same within ten (10) days and notify the Association. Vacancies shall be filled within forty-five (45) calendar days of the posting on the basis of qualifications of the applicant.

When two or more employees have equal qualifications, as determined by the Board, then seniority shall be the determining criteria. Any new positions shall be posted with accompanying job description, qualifications, and salary. The District shall notify the Association of the name and position of the successful bidder as soon as said successful bidder/candidate is determined.

The successful applicant will be paid at the hourly rate specified in this contract, retroactive to the first day on the job.

The District shall not be required to fill a vacancy that is abolished by Board action.

SECTION 3: INVOLUNTARY TRANSFER

The transfer of any employee shall be made only after consulting with said employee and shall not be capricious or arbitrary. Before making an involuntary transfer in a non-emergency situation, administration shall meet with said employee at least ten (10) workdays prior to the effective date of the transfer. The employee shall suffer no loss in rights, benefits, wages, or privileges as a result of the transfer. In the event of a transfer to a higher paying position, the employee shall receive the higher rate of pay for the duration of the transfer period.

SECTION 4: SENIORITY

Seniority is defined as the length of continuous service from the date of hiring. There shall be two (2) seniority lists, one for part-time employees and one for full-time employees. All full-time employees shall have more seniority than all part-time employees. Seniority shall not be interrupted by a layoff or furlough for one (1) year provided the employee returns to work within five (5) workdays of notification to return to work.

SECTION 5: LAYOFF, FURLOUGH, AND RECALL

Should a layoff or furlough or demotion be necessary, the Board agrees that, when those employees under consideration are equally qualified, the employee with the most seniority will be retained. Said layoffs shall be within classification (i.e. Food Service, Para Educators, Secretarial/Clerical, etc.) however, an employee may use his/her seniority to bump into another classification provided he/she has had prior experience with the Huntingdon Area School District in that classification.

Recall shall be in the inverse order of layoff with the last one out being the first one recalled. Recall shall be first within classification and secondly within the total bargaining unit. The employer or the employee may disqualify the employee from being recalled, if either feels the employee is unable to perform the duties required. Any employee who so turns down an opportunity for recall within classification shall be placed at the bottom of the seniority list of his/her classification for the purpose of future recalls. If the employer disqualifies the employee from being recalled, then said employee retains seniority rights and remains at the top of the furloughed list.

SECTION 6: SUBSTITUTES

- A. Whenever possible, positions which are vacant because an employee is absent temporarily or on a leave of absence shall be filled by substitute personnel to conduct the duties of the regular employees.
- B. Any employee temporarily scheduled to work out of their classification (i.e. Secretary, Food Service, Para Educators, etc.) shall be paid the higher rate of pay for the day.
- C. Any Food Service employee temporarily scheduled to work a higher classification shall be paid the higher rate of pay for the day. Such scheduling must be preapproved by the Food Service Director.
- D. An employee who works as a substitute within his/her own building will be paid at their regular rate of pay for all such hours worked except as provided above.

SECTION 7: LEGAL ASSISTANCE

A. The Board shall give full support, including legal assistance, in proceedings in any criminal action resulting from an assault upon an employee while performing his/her duties.

B. RETENTION OF BENEFITS

Insurance benefits derived under this agreement shall continue for a period of up to three (3) years after the date of injury for workers' compensation.

C. CRIMINAL OR CIVIL PROCEEDINGS

If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault involving a student in connection with his/her employment, such employee may request the employer furnish legal counsel to defend him/her in such proceedings. If the employer does not provide such counsel and the employee prevails in the proceeding, then the employer shall reimburse the employee for counsel fees incurred by him/her in his/her own defense.

D. LEAVE

When absence arises out of or from an assault involving a student or parent, while on duty in the school, on the school premises, or on a school sponsored activity, the employee shall not forfeit any sick leave or personal leave.

E. REIMBURSEMENT FOR LOSS AND DAMAGE

The employer shall reimburse employees for any loss, damage, or destruction of clothing or personal property of the employee as the result of assault involving a student or parent, while on duty in the school, on the school premises, or on a school sponsored activity.

SECTION 8: TRAVEL ALLOWANCE

Employees who are required to use their own means of transportation to and from schools within the District in the performance of their jobs, will be reimbursed at the IRS rate per mile for the use of his/her own automobile.

SECTION 9: PERSONNEL FILE

CONTENTS AVAILABLE

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies (at the employee's expense) of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

SECTION 10: MEETINGS

- A. Employees may be requested to attend faculty meetings or departmental meetings.
- B. Employees shall receive pay for such time on a prorated hourly basis.

SECTION 11: PUPIL TRANSPORTATION

Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so after undergoing the District's approval process for drivers, however, and with the advance notice to his/her principal or immediate supervisor.

SECTION 12: MEDICATIONS

Dispensation of medication shall be in accordance with the Department of Health Guidelines for Administration of Medication and Emergency Care.

SECTION 13: PROBATIONARY PERIOD

All new employees shall be considered probationary employees for a period of forty-five (45) consecutive working days worked. A new employee may be summarily dismissed within the said forty-five (45) working days worked from the date of employment at the sole discretion of the employer. If such employee is retained beyond the forty-five (45) day probationary period from the beginning of his/her employment, he/she shall immediately thereafter be classified as a regular employee.

SECTION 14: WORK ASSIGNMENTS

Each employee shall be given written notice of next year's tentative assignment not later than ten (10) business days prior to the first scheduled workday of the new school year. Such notice shall specify the building(s) and specific job to which the employee will be assigned. In addition, such notice may, when relevant, explain the nature of special problems which may be experienced by pupils assigned to the employee. The District reserves the right to modify assignments when necessary to meet students' needs. The District shall notify employees as soon as possible when such modifications become necessary.

SECTION 15: PAID TIME FOR MANDATED TRAININGS

The District shall set aside time during the workday (e.g., on an in-service day or Act 80 day, etc.) to provide bargaining unit members with the opportunity to complete any mandated trainings assigned to the employee through a virtual medium (e.g., SafeSchools, Vector Training, etc.)

SECTION 16: ATTENDANCE INCENTIVE

At the end of each marking period, a \$100 incentive will be awarded to bargaining unit members who are not charged any sick or personal days during that marking period. A one-time payment shall be made at the conclusion of the school year.

ARTICLE X

PAID HOLIDAYS AND VACATIONS

SECTION 1: PAID HOLIDAYS (SECRETARIES ONLY)

TWELVE MONTH SECRETARIES

All twelve-month secretaries shall be permitted thirteen (13) paid holidays per year. They are the following:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
December 24, 25, 26, 31	July 4 th

Plus, two (2) additional days that may be used by the employee anytime during the year that school is not in session.

In the case of central office secretaries only, the central office secretaries can use their additional two (2) days of holidays any time during the school year.

OTHER SECRETARIES

1. At the administration's discretion, all other secretaries shall have off every day in which school is not in session during the school year, except staff development days.
2. If an employee is on sick leave when an above holiday is observed, that day shall not be counted as sick leave.
3. If one of the above holidays falls on a Saturday, Sunday, or regular relief day, the employee shall be granted the preceding Friday or the following Monday off.
4. To receive holiday pay, the employee must work or be in a paid leave status (sick leave, personal leave, floating holiday, and/or vacation day) the last scheduled workday before and the first scheduled workday after the holiday. However, this section shall not be construed to permit employees not performing summer work at or about the time of the holiday to claim holiday pay for summer holidays by virtue of working the last scheduled workday during their regular work year before the holiday and the first scheduled workday of their regular work year after the holiday.

SECTION 2: PAID VACATIONS (SECRETARIES ONLY)

All twelve-month clerical and secretarial employees are eligible to accumulate paid vacation based on the number of years of continuous service with the Huntingdon Area School District.

Employees will earn x number of days per month based on the approved vacation schedule:

VACATION SCHEDULE

YEARS OF SERVICE

0 - 5	12 days - year earned 1 day/month
6 - 10	15 days - year earned 1.25 days/month
11 - 15	18 days - year earned 1.50 days/month
16 - 20	21 days - year earned 1.75 days/month
21+	24 days - year earned 2 days/month

- A. All vacation days will be credited on the 16th day of the month.
- B. All new employees who are hired and commence employment between the first and fifteenth of a month will be eligible for a vacation day for the month for which they begin employment.
- C. All new employees who are hired and commence employment on or after the 16th of the month will not be eligible for a vacation day until the following month.
- D. All employees who resign between the first and fifteenth day of the month are not eligible to earn vacation for the month in which they resign.
- E. All employees who resign on or after the sixteenth of the month are eligible to earn vacation time for the month in which they resign.
- F. Years of service is defined as the number of years (2,080 hours) of continuous service with the HASD and is based on the employee's service computation date. The service computation date is generally the employee's anniversary date of employment; however, the service computation date for those employees working less than full-time will annually be readjusted to reflect actual time worked.
- G. Vacation days may be divided and used in ½ day increments.
- H. Employees may accumulate up to twenty-four (24) vacation days at any time.
- I. Each August 31, employees will have vacation days in excess of ten (10) days put into a 403(b), at the rate of eighty dollars (\$80) per eight-hour day.
- J. Carryover days will be limited to no more than twenty-four (24) at the beginning of the new contract.

ARTICLE XI

MEMBERSHIP DUES DEDUCTIONS

SECTION 1: DEDUCTION FROM SALARY

- A. The Board agrees to deduct dues from the salaries of members of the local Association and the ESPA/PSEA/NEA as said members authorize the Board to deduct and transmit the monies by check promptly to the Huntingdon Area Educational Support Personnel Association.

- B. **EQUAL MONTHLY INSTALLMENTS** - Deductions referred to in Section 1-A above will be made as nearly equal monthly installments as practicable during the school year.

SECTION 2: AUTHORIZATION CARDS SUPPLIED TO BOARD

No later than September 30th of each year the agreement is in effect, the Huntingdon Area Educational Support Professionals Association will provide the Board with signed authorization cards of those employees who have authorized dues to be deducted by the Board for said Association.

SECTION 3: AUTHORIZATION CARDS

The Board will honor such authorization cards pursuant to the maintenance of membership agreement.

SECTION 4: FAIR SHARE

The Association agrees to extend to all non-members the opportunity to join the Association.

In the event of a change in the law to permit the collection of Fair Share or substantially similar fees, the Association and District will immediately enter negotiations to include an authorizing provision in the collective bargaining agreement. The provisions of Article XI, Section 4 in the collective bargaining agreement ending June 30, 2024, will be the starting point for negotiations.

ARTICLE XII

HOURS AND WAGES

SECTION 1: HOURS

TWELVE-MONTH SECRETARIES

The normal work year for all employees in the above classification shall be 260 days. However, in those years that have more than 260 workdays due to leap year, etc., those extra days will be considered to be part of a twelve-month secretary's normal work year for that year. The normal work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hour week, beginning at 12:01AM on Mondays. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all secretaries. There shall also be a 15-minute break in the AM and a 15-minute break in the PM for all secretaries. All hours worked in excess of eight (8) hours per

day, forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate. An employee who is required to work on a scheduled holiday shall receive double-time. Compensatory time may be given in lieu of overtime pay with the mutual agreement of employee and employer.

Twelve-month secretaries will work Monday through Thursday as described in the tables below. During this period of time, bargaining unit members in this classification will not be required to report to work on Fridays.

The District will be closed on the following Fridays and bargaining unit members in this classification will work four (4) day weeks as follows:

YEAR	DATES
2024	June 7, 14, 21, 28 July 5, 12, 19, 26 August 2
2025	June 6, 13, 20 27 July 4, 11, 18, 25 August 1
2026	June 5, 12, 19, 26 July 3, 10, 17, 24, 31
2027	June 4, 11, 18, 25 July 2, 9, 16, 23, 30

In exchange for the above summer schedule, bargaining unit members in the above classification agree to work an additional fifteen (15) minutes per day on the remaining 251 days to accrue exchange time for the approved summer schedule.

The parties recognize that extenuating circumstances (e.g., weather-related closures) may impact the school calendar and necessitate changes to the dates in this table. However, the parties agree that the District will be closed on nine (9) Fridays throughout the summer months to accommodate this arrangement.

TEN-MONTH SECRETARIES

The normal work year for all employees in the above classification shall not exceed 200 workdays. The normal work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hour week, beginning at 12:01AM on Mondays. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all secretaries. There shall also be a 15-minute break in the AM and a 15-minute break in the PM for all secretaries. All hours worked in excess of eight (8) hours per day, forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate. An employee who is required to work on a scheduled holiday shall receive double-time. Compensatory time may be given in lieu of overtime pay with the mutual consent of employee and employer.

TEN-AND-ONE-HALF MONTH SECRETARIES

The normal work year for all employees in the above classification shall not exceed 220 workdays. The normal work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hour week, beginning at 12:01AM on Mondays. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all secretaries. There shall also be a 15-minute break in the AM and a 15-minute break in the PM for all secretaries. All hours

worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate. An employee who is required to work on a scheduled holiday shall receive double time. Compensatory time may be given in lieu of overtime pay with the mutual consent of the employee and employer.

Ten-month secretaries and ten-and-one-half month secretaries may work up to ten (10) additional days during the year with administrative approval.

NINE-AND-ONE-HALF MONTH SECRETARIES

The normal work year for all employees in the above classification shall not exceed 190 workdays. The normal work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hour week, beginning at 12:01AM on Mondays. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all secretaries. There shall also be a 15-minute break in the AM and a 15-minute break in the PM for all secretaries. All hours worked in excess of eight (8) hours per day, forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate. An employee who is required to work on a scheduled holiday shall receive double-time. Compensatory time may be given in lieu of overtime pay with the mutual consent of employee and employer.

PARAEDUCATORS

The normal work year for all full-time employees in the above classification shall not exceed 180 workdays. The normal work week shall consist of five (5) consecutive seven (7) hour days, thirty-five (35) hour week. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all paraeducators. The District may create part-time paraeducator positions to meet student needs but not to supplant full-time paraeducator positions or to erode the bargaining unit. However, through retirements and resignations, the board reserves the right to make changes in hours worked that will make a more efficient operation at the beginning of each year. Notwithstanding the foregoing language, para educators who are hired specifically for the purpose of working with a designated student or a small number of designated students, not to exceed three (3), shall be considered special needs paraeducators. If the circumstances which gave rise to the need for a special needs paraeducator were eliminated, the District would have the right to terminate that position. An example of this would be a situation where a paraeducator was hired for a student with a physical disability or some other type of disability and then the student left the classroom setting for some reason, and the removal from the classroom setting was contemplated to be permanent. In such a situation, the paraeducator's position could be eliminated immediately. If a student was to be removed from the classroom setting for a period which might or might not be permanent, such as a transfer to a hospital or a temporary transfer to homebound instruction, then the District could eliminate the paraeducator position at the end of the marking period during which the removal of the student took place. So long as the circumstances which gave rise to the hiring of the paraeducator were still in existence, and so long as the paraeducator was still carrying out the assigned duties in a satisfactory manner, the position would not be eliminated. It is recognized by the District and the bargaining unit that, in some cases, positions could be eliminated because the District and/or Intermediate Unit #11 may decide that a paraeducator is no longer necessary for the particular student even though the student remains in the classroom setting. The District in good faith will make every effort to utilize all available workdays.

If at any time the federal or state government mandates that a paraeducator must be highly qualified, the District and the Association will hold a "Meet and Discuss" to address the mandate for the purpose of monetary advancement.

HOURS FOR FOOD SERVICE EMPLOYEES

If, during the life of this agreement, the employer has a need to reduce hours within a building or transfer employees to another building, the following procedure shall be used:

1. In cases of transfer, the employer shall first seek volunteers. If there are no volunteers, the least senior employee within the building so affected, who is qualified to perform the duties required, shall be transferred to the new assignment.
2. In cases of reductions in hours, the least senior person within the building so affected, who works in the hourly classifications being reduced, shall have their hours cut first. Any employee so affected shall have the option of "bumping" an employee with less seniority in another building who is still working a total of hours equal to or less than the affected employee before the reduction.
3. The District shall make every effort to make such a transfer and have reductions in a manner which will not change the status (i.e. full-time to part-time) of employees involved.
4. The District in good faith will make every effort to utilize all available workdays.
5. Each day they work, all food service personnel shall be eligible for a regular cafeteria lunch at no charge.
6. District will give \$100 towards clothing purchases for food service personnel upon submittal of receipt with Food Service Director's prior approval of purchase.

LPN NURSE ASSISTANT AND LPN NURSE ASSISTANT FLOATER

The normal work year for all full-time employees in the above classification shall not exceed 180 workdays. The normal work week shall consist of five (5) consecutive seven and one-half (7.5) hour days, thirty-seven and one-half (37.5) hours per week. There shall be a one-half (1/2) hour uninterrupted paid lunch period for all LPN Nurse Assistants.

LPN NURSE ASSISTANT

An LPN Nurse Assistant is responsible for a wider range of duties as they will work directly under the certified school nurse and will work with all student medical needs in the school setting from the nurse's station, as assigned by administration, in any of the district buildings. The LPN Nurse Assistant will be assigned to work with one of the certified school nurses and, as such, will work at the building level of the certified school nurse

in which they oversee. The LPN Nurse Assistant will also be responsible to assist on field trips, should a student's medical needs require a nurse to attend.

LPN NURSE ASSISTANT FLOATER

The LPN Nurse Assistant Floater is responsible for a wider range of duties as they will work directly under the certified school nurse and will work with all student medical needs in the school setting from the nurse's station as assigned by administration in any of the district buildings. The LPN Nurse Assistant Floater will be based out of one assigned building with the understanding that he or she will be utilized district-wide, as per the needs of the District from day to day. The LPN Nurse Assistant Floater will also be responsible to assist on field trips should a student's medical needs require a nurse to attend.

The LPN Nurse Assistant will be compensated according to the salary schedule incorporated as Appendix A of this collective bargaining agreement. If an LPN-Paraeducator is temporarily asked to serve in the role of LPN Nurse Assistant, the LPN-Paraeducator will be compensated as such by adding a \$2.00/hour increase onto the individual's base hourly rate for all hours assigned to be worked as an LPN Nurse Assistant.

SECTION 2: LEAVING BUILDING DURING LUNCH

Employees may leave the building with permission from the immediate supervisor during their scheduled duty-free lunch periods.

SECTION 3: LUNCH AND BREAK TIME

LUNCH

Each cafeteria and Paraeducator employee working over six (6) hours per day shall receive a one-half (1/2) hour duty-free paid lunch period.

BREAKS

Each employee working four (4) hours or more shall receive one (1) fifteen (15) minute unpaid break per day, an additional fifteen (15) minute break will be given for an additional two (2) hour period. Breaks shall be scheduled by the supervisor. Employees working less than four (4) hours receive no break.

SECTION 4: OVERTIME

Any employee who works, with the approval of an appropriate supervisor, beyond their regularly assigned hours, but less than an eight (8) hour day or a forty (40) hour week, shall be compensated for the additional hours at his/her regular hourly rate.

Any employee who works, with the approval of appropriate supervisor, beyond an eight (8) hour day and a forty (40) hour week, shall be compensated for the additional hours at one and one-half (1 ½) times his/her hourly rate.

SECTION 5: WAGES

Members will participate in Direct Deposit. Wages for each classification can be found on Appendix A of this agreement. Wage increases shall be calculated by adding numerical dollar amounts to numerical dollar amounts. Salaries for each bargaining unit member shall be calculated by multiplying the hourly wage by the total number of hours per year. The Board shall have the discretion to place new hires on the scale commensurate with education, training, and experience. The Board shall meet and discuss with the Association and provide its rationale for the placement of any new hire on the scale above Step 1.

LPN/Paraeducator, start at Step 11 on the Paraeducator scale.

Head Cook shall be paid one dollar (\$1) above the rate employee entered the wage scale or from which step promoted; Head Cook wage at top step is one dollar (\$1) more than top wage.

All bargaining unit employees shall receive step movement and wage increases as described in Appendix A.

Employees at top step will receive an off-scale \$0.25 raise in each year of this agreement.

In the event that the federal or state minimum wages are raised, the parties agree to reopen the wage scale (Appendix "A"). No other provisions of the contract will be opened.

SECTION 6: PHYSICAL EXAMINATIONS

All employees' physical examinations which are required by the Board and given by the school doctor shall be paid for in full by the Board. In the event the school doctor is not available, the Board will designate another doctor to act for the school. The cost of physical examinations not given by a school doctor shall be paid for by the employee. With a Board designated doctor, x-ray examinations, preapproved through the school district office, will be reimbursed.

SECTION 7: DEFINITIONS

Part-time employees: Those employees scheduled to work five (5) hours or less per day.

Full-time employees: Those employees scheduled to work more than five (5) hours per day.

NOTE: The District agrees to "grandfather" any employee affected by this change who has been receiving benefits.

SECTION 8: PARAEDUCATORS TRAINING

The District will designate up to twenty (20) hours paid training as required for Paraeducators by state mandate.

SECTION 9: STEP PLACEMENT FOR NEW HIRES

Newly hired employees to the Huntingdon Area School District will be credited with steps on the salary schedule for their prior years of district service. New hires, with similar experience from other employers to their new employment classification, may be given credit on the salary schedule for their experience.

ARTICLE XIII

NEGOTIATIONS OF A SUCCESSOR AGREEMENT

SECTION 1:

The parties agree to enter into collective bargaining over a successor agreement no later than 180 days prior to June 30, 2028. Any agreement so negotiated shall be reduced in writing after ratification by the parties.

SECTION 2: MODIFICATION

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

ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" program as defined in Article III, Subsection (18) and set forth in Section 705 of the Public Employee Relations Act, Act 195, which reads as follows:

"Maintenance of Membership" means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen days prior to the expiration of any such agreement.

The District's sole responsibility under this provision of the agreement shall be limited to the collection of Association dues. The District shall not discipline members of the Association who violate or attempt to violate this provision of the agreement.

SECTION 3: SEPARABILITY CLAUSE

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

ARTICLE XV
DURATION OF AGREEMENT

SECTION 1: EFFECTIVE DATE

This agreement shall take effect on July 1, 2024. and shall be in full force and effect through June 30, 2028, unless otherwise explicitly agreed in writing.

SECTION 2

In witness whereof, the Association has caused this agreement to be signed by its President and Secretary and the employer has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on this 15th day of May, 2024.

SCHOOL DISTRICT:



President



Secretary

ASSOCIATION:



President



Secretary

APPENDIX A
HUNTINGDON ESP
WAGE SCHEDULE

July 1, 2024 – June 30, 2028

Cafeteria

Head Cook is one dollar above the rate employee entered or from which promoted; Head Cook wage at top step is one dollar more than top wage.

To Top	Step	2023-24	2024-25	2025-26	2026-27	2027-28
17	1	11.81	12.56	13.06	13.56	14.06
16	2	12.06	12.81	13.31	13.81	14.31
15	3	12.31	13.06	13.56	14.06	14.56
14	4	12.56	13.31	13.81	14.31	14.81
13	5	12.81	13.56	14.06	14.56	15.06
12	6	13.06	13.81	14.31	14.81	15.31
11	7	13.31	14.06	14.56	15.06	15.56
10	8	13.56	14.31	14.81	15.31	15.81
9	9	13.81	14.56	15.06	15.56	16.06
8	10	14.06	14.81	15.31	15.81	16.31
7	11	14.31	15.06	15.56	16.06	16.56
6	12	14.56	15.31	15.81	16.31	16.81
5	13	14.81	15.56	16.06	16.56	17.06
4	14	15.06	15.81	16.31	16.81	17.31
3	15	15.31	16.06	16.56	17.06	17.56
2	16	15.56	16.31	16.81	17.31	17.81
1	17	15.81	16.56	17.06	17.56	18.06
Top	18	16.06	16.81	17.31	17.81	18.31

*The parties agree that:

- Each employee will move a step in each year of the Agreement.
- Employees “off-scale” will receive an additional \$0.25 off-scale raise plus the on-scale money such that every employee under the HAESPA Agreement will receive an equal monetary raise each year of the Agreement.

APPENDIX A
HUNTINGDON ESP
WAGE SCHEDULE

July 1, 2024 – June 30, 2028

Paraeducators

LPN/Para start at Step 11 on the Para scale.

To Top	Step	2023-24	2024-25	2025-26	2026-27	2027-28
17	1	12.31	13.06	13.56	14.06	14.56
16	2	12.56	13.31	13.81	14.31	14.81
15	3	12.81	13.56	14.06	14.56	15.06
14	4	13.06	13.81	14.31	14.81	15.31
13	5	13.31	14.06	14.56	15.06	15.56
12	6	13.56	14.31	14.81	15.31	15.81
11	7	13.81	14.56	15.06	15.56	16.06
10	8	14.06	14.81	15.31	15.81	16.31
9	9	14.31	15.06	15.56	16.06	16.56
8	10	14.56	15.31	15.81	16.31	16.81
7	11	14.81	15.56	16.06	16.56	17.06
6	12	15.06	15.81	16.31	16.81	17.31
5	13	15.31	16.06	16.56	17.06	17.56
4	14	15.56	16.31	16.81	17.31	17.81
3	15	15.81	16.56	17.06	17.56	18.06
2	16	16.06	16.81	17.31	17.81	18.31
1	17	16.31	17.06	17.56	18.06	18.56
Top	18	16.56	17.31	17.81	18.31	18.81

*The parties agree that:

- Each employee will move a step in each year of the Agreement.
- Employees “off-scale” will receive an additional \$0.25 off-scale raise plus the on-scale money such that every employee under the HAESPA Agreement will receive an equal monetary raise each year of the Agreement.

APPENDIX A
HUNTINGDON ESP
WAGE SCHEDULE

July 1, 2024 – June 30, 2028

LPN Nurse Assistant

To Top	Step	2023-24	2024-25	2025-26	2026-27	2027-28
17	1	16.81	17.56	18.06	18.56	19.06
16	2	17.06	17.81	18.31	18.81	19.31
15	3	17.31	18.06	18.56	19.06	19.56
14	4	17.56	18.31	18.81	19.31	19.81
13	5	17.81	18.56	19.06	19.56	20.06
12	6	18.06	18.81	19.31	19.81	20.31
11	7	18.31	19.06	19.56	20.06	20.56
10	8	18.56	19.31	19.81	20.31	20.81
9	9	18.81	19.56	20.06	20.56	21.06
8	10	19.06	19.81	20.31	20.81	21.31
7	11	19.31	20.06	20.56	21.06	21.56
6	12	19.56	20.31	20.81	21.31	21.81
5	13	19.81	20.56	21.06	21.56	22.06
4	14	20.06	20.81	21.31	21.81	22.31
3	15	20.31	21.06	21.56	22.06	22.56
2	16	20.56	21.31	21.81	22.31	22.81
1	17	20.81	21.56	22.06	22.56	23.06
Top	18	21.06	21.81	22.31	22.81	23.31

*The parties agree that:

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APPENDIX A
HUNTINGDON ESP
WAGE SCHEDULE

July 1, 2024 – June 30, 2028

Secretaries

To Top	Step	2023-24	2024-25	2025-26	2026-27	2027-28
17	1	13.26	14.01	14.51	15.01	15.51
16	2	13.51	14.26	14.76	15.26	15.76
15	3	13.76	14.51	15.01	15.51	16.01
14	4	14.01	14.76	15.26	15.76	16.26
13	5	14.26	15.01	15.51	16.01	16.51
12	6	14.51	15.26	15.76	16.26	16.76
11	7	14.76	15.51	16.01	16.51	17.01
10	8	15.01	15.76	16.26	16.76	17.26
9	9	15.26	16.01	16.51	17.01	17.51
8	10	15.51	16.26	16.76	17.26	17.76
7	11	15.76	16.51	17.01	17.51	18.01
6	12	16.01	16.76	17.26	17.76	18.26
5	13	16.26	17.01	17.51	18.01	18.51
4	14	16.51	17.26	17.76	18.26	18.76
3	15	16.76	17.51	18.01	18.51	19.01
2	16	17.01	17.76	18.26	18.76	19.26
1	17	17.26	18.01	18.51	19.01	19.51
Top	18	17.51	18.26	18.76	19.26	19.76

*The parties agree that:

- Each employee will move a step in each year of the Agreement.
- Employees “off-scale” will receive an additional \$0.25 off-scale raise plus the on-scale money such that every employee under the HAESPA Agreement will receive an equal monetary raise each year of the Agreement.

