

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**HAZLETON AREA SCHOOL DISTRICT
AND INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS
OF AMERICA (SPFPA)
AND ITS AMALGAMATED LOCAL 506**

July 1, 2020 – June 30, 2025

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This agreement between the Board of School Directors of the Hazleton Area School District, hereinafter called the "BOARD", and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local 506, hereinafter called the Union, is entered into pursuant to the provisions of the Public Employee Relations Act of 1970 covering the period from July 1, 2020 to June 30, 2025, except that none of its terms are retroactive prior to the date of final ratification.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Union as the exclusive representative of its school service employees in a bargaining unit defined by the Pennsylvania Labor Relations Board in a Certification issue by said Board. This Certification was issued for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with the provisions of the Public Employee Relations Act of 1970 as amended.

ARTICLE II - NEGOTIATIONS OF A SUCCESSOR AGREEMENT

The parties hereby agree that negotiations for an Agreement to take effect on July 1, 2025 shall be commenced no later than January 10, 2025 provided the Union continues to be certified as the exclusive bargaining representative.

ARTICLE III - GENERAL PROVISIONS

- Section 3.1 All references to employees in this Agreement designate both sexes and whenever the female gender is used, it shall be construed to mean male or female employee.
- Section 3.2 The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the bargaining unit and this agreement shall apply to and affect only such persons.
- Section 3.3 The parties agree that the Hazleton Area School District Security Officers are the "primary" providers of security.

ARTICLE IV - DEFINITIONS

§1. Full-Time Security Officer is defined as an employee who is regularly scheduled to work eight (8) hours per day, two hundred sixty (260) days per year, inclusive of a paid duty-free lunch.

When the District requires personnel for summer work to do inventory, these positions will be filled by security officers and these officers will obtain the definition of full time. During the term of this agreement there will be a minimum of fourteen (14) full time 12 month security officers. One (1) of these fourteen (14) Full-Time Security Officers will hold the title of "Lead" Full-Time Security Officer and be stationed at the high school campus. This position will be posted internally and will be appointed by Administration and seniority will not prevail.

§2. Seasonal Security Officer is defined as an employee who works eight (8) hours per day, inclusive of a thirty (30) minute paid duty-free lunch. See Article VIII (Section 8.1) for Hours of Work.

§3. Roving Patrol Security Officer is defined as a member of the bargaining unit who works a minimum of twenty-five (25) hours per week as a part-time employee.

§4. Part Time Security Officer is defined as an employee who a schedule less than a full time security officer. The District reserves the right to use part time security officers based upon operational need as determined by the employer. Part time security officers shall not be used to permanently replace full time or seasonal officers.

§5. Security Monitor is defined as a seasonal employee who works on an as-needed basis a minimum of four (4) hours per day not less than one-hundred eighty (180) days per school year, unless the number of student days is reduced in a school year by the State Legislature.

§6. Act 235 Armed Security Officer is defined as a Full-time or Seasonal Security Officer who satisfies the definitions above and also carries a firearm and/or weapon. Employees who are selected and hired by the Board of School Directors as Act 235 Armed Security Officers will be reimbursed for their Act 235 training and certificate. The reimbursement will continue to occur provided the employee was successful in completing the training and provided that the individual obtained the Act 235 training after the date of signing of this agreement.

ARTICLE V - NO STRIKE - NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act.

During the term of this Agreement, the Union will not authorize, permit or condone

any work stoppage, and the Board and its staff will not authorize or permit any lockout of Union members or persons covered by this Agreement.

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

The Board shall have the right to discipline, including discharge, any employee who causes and/or participates in such strike or does not continue to work, prior to the expiration of this contract. If an arbitrator finds that an employee committed any of the above violations, the arbitrator shall have no jurisdiction to change or modify the Board's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of this Agreement.

This provision shall not interfere with the bargaining unit's right to strike during normal impasse procedures.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting covered employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. Definition -Grievances is defined as any disputes concerning the interpretation or application of or compliance with any of the provisions of this Agreement.
- B. Work Day -A work day for the purposes of this Article only is defined to mean any scheduled work day except where any of these days is observed by the bargaining unit as a holiday.
- C. Contents of Grievance -The grievance shall set forth the following:
 - 1. Nature of the grievance.
 - 2. Section of Agreement allegedly violated.
 - 3. Date of occurrence of the alleged violation.

4. Relief sought.

- D. Year-End Grievances -In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved to the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
- E. Time Limits -Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Section 6.2

Step I - IMMEDIATE SUPERVISOR

A bargaining unit member with a grievance shall reduce it to writing on a form agreed upon by both parties and submit it to his/her immediate supervisor within seven (7) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance either directly or through the Union's designated representative. The immediate supervisor shall report his/her answer on the form and return it to the employee within five (5) work days. The immediate supervisor for security officers shall be the Director of Security and School Police Services.

Step II - SUPERINTENDENT OR DESIGNEE

If the aggrieved person is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) work days after the presentation of the grievance, the employee may file his/her grievance in writing with the Union within five (5) working days after the decision at Step I or five (5) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Union shall refer to the Superintendent of Schools or his/her designee for disposition.

The Superintendent or his/her designee shall file a written decision within five (5) work days.

Step III - BOARD OF SCHOOL DIRECTORS

If the aggrieved person is not satisfied with the disposition of the grievance at the Superintendent's Level, he may within five (5) work days of receiving the Superintendent's written response, submit the grievance in writing to the Board of School Directors. The Board of School Directors shall consider the grievance at the next official Board of School Directors Meeting and return its decision in writing to the grievant within five (5) work days of the meeting.

Step IV - ARBITRATION

If the Board of School Directors fails to act as set forth above or, the Union is not satisfied with the disposition of the grievance at Step III, and the Union wishes to proceed with the grievance to arbitration shall within twenty (20) work days of when the Board should have responded or receives the Board's decision at Step III, request a list of arbitrators from the Pennsylvania Labor Relations Board (here in referred to as PLRB). The parties shall be bound by the rules and procedures of the PLRB in the selection of an arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his/her decision solely to the application and interpretation of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, reserved by law exclusively for the Board, or which violate the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding to the parties. The expense of the arbitrator shall be shared equally by the parties.

Section 6.3 JUST CAUSE

No employee shall be discharged or disciplined without just cause. An employee who is subject to discipline and/or discharge may elect a hearing as provided by law or may file a grievance, but not both.

Section 6.4 RIGHT TO REPRESENTATION

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at the employee's option, by the representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure.
- B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

Section 6.5 MISCELLANEOUS

- A. Group Grievances - If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit a grievance in writing to the Superintendent directly and the process of such grievance shall be commenced at Step II. The Union may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.
- B. 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.
- C. Forms - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the administration and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
- D. Meetings and Hearings - All meetings and hearings under this procedure shall be conducted in private unless both parties agree to a public meeting and shall include only the parties and their designated or selected representatives heretofore referred to in this Article.

- E. Written Decisions - Decisions rendered at each step of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and the Union.

ARTICLE VII - UNION RIGHTS

Section 7.1 Dues Deductions

The District agrees to deduct the currently applicable Union dues from the pay of those employees who are members of the Union. The amount to be deducted shall be certified by the District by the Union and the deduction shall be made from the pay accruing to the employee monthly. The District shall transmit the total amount of each month's deductions to the Treasurer of the Union together with an itemized statement of current employee members by check by the 10th day of the month following said deductions. Union Dues will be deducted thirty-one (31) days after the employees hire date.

Section 7.2 Maintenance of Membership

All employees who are presently members of the Union shall be subject to the "maintenance of membership" provision defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195. "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 the period of fifteen (15) days prior to the expiration of any such agreement.

Section 7.3 Inter-School Mail

The Union shall have reasonable use of inter-school mail facilities and school mailboxes.

Section 7.4 School Facilities

The Union and its representatives shall have the use of school buildings for meetings after school hours if those buildings are unscheduled for other use at the time requested. Arrangements for such meetings shall be made with the appropriate administrator at least three (3) days in advance and during regularly scheduled working hours of the building Custodian.

Section 7.5 School Equipment

The Union shall have reasonable use of school facilities and equipment including, but not limited to: fax machines, typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

Section 7.6 Bulletin Boards

The Union will have the right to reasonable use of all designated District bulletin boards for Union business. Space shall be provided in all buildings housing bargaining unit members.

Section 7.7 Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge by signature that he has reviewed the material and may include in the file a rebuttal to said material. The employer shall establish a standard form for such acknowledgment indicating a failure to sign may result in disciplinary action.

Section 7.8 Required Meetings or Hearings

When an employee is required to appear before the Superintendent, Board or any committee thereof where the subject of the appearance shall concern suspension or discharge or other disciplinary action, except where health or safety consideration require immediate action, the said employee shall be given prior written notice of the reasons for such meetings and shall be entitled to have representatives of the Union present to advise and represent him during such meetings or interviews.

Section 7.9 Savings Clause – Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and

inoperative. However, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

Section 7.10

The District's right to manage shall include the right to make and enforce reasonable rules and regulations and to make adjustments in such rules and regulations from time to time, provided that such changes do not constitute a unilateral implementation, alteration, addition or deletion to the present collective bargaining agreement.

Section 7.11 – Clean Record

If an employee has been found guilty of a first or second offense but has kept a clean record for two (2) consecutive years, all records pertaining to that offense shall be removed from that employee's files and further offenses will begin with step one.

ARTICLE VIII - HOURS OF WORK

Section 8.1:

Seasonal Security Officers shall be on the job, and will work the number of days listed on the School Board approved school calendar and can be adjusted to work more than the approved calendar days if required by the Superintendent of Schools or designee. A thirty (30) minute paid lunch will be provided daily. A paid fifteen (15) minute break period will be provided daily during the normal work day when possible and shall be taken on school property. Periodically, officers shall be required to attend training sessions or meetings and shall be compensated at the regular hourly rate thereof.

Section 8.2:

Full-time security officers shall be on the job eight (8) hours per day, two hundred sixty (260) days per year inclusive with a one-half hour (30 minutes) paid lunch each day. A paid fifteen (15) minute break period will be provided daily during the normal work day when possible and shall be required to attend training sessions or meetings and shall be compensated at the regular hourly rate thereof.

Section 8.3:

Roving patrol security officers shall work twenty-five (25) hours per week with no more than eight (8) hours assigned on one day or no less than three (3) hours on one day. Employees shall be paid for all hours worked, these hours vary according to need. Time for lunch will be thirty (30) minutes paid for a seven (7) or more hour shift and one paid fifteen (15) minute break will be provided for employees who work five (5) or more hours per day.

Section 8.4:

Security Monitors shall work hours on an as-needed basis with four (4) hours minimum per day for no less than a one hundred eighty (180) day school year unless the required number of student days is reduced in a school year by the state legislation. No lunch break will be provided unless the total number of hours exceeds seven (7) hours consecutively on one shift.

Section 8.5:

Part-time officers shall work on an as-needed basis a schedule less than a full time security officer. The District reserves the right to use part time security officers based upon operational need as determined by the employer. Part time security officers shall not be used to permanently replace full time or seasonal officers.

Section 8.6:

When students are in session for ½ of the school day all Security Personnel are required to work their full shift for that day.

ARTICLE IX - SICK LEAVE

Section 9.1:

For those eligible, sick leave will be credited on July 1 or the employee's first day on the job of each year and employees will receive prompt notification of the number of sick days they have accumulated. New employees, upon completion of their probationary period, and employees not starting work on the first normal workday shall be credited with sick leave on a pro rata basis based on the normal work year

of the classification. A doctor's excuse will be required by the administration for absences of more than two (2) consecutive days or if abuse is suspected provided that such absences are patterned or excessive and that employee has been informed in writing of employer's intent. Unused portions of this leave shall accumulate from year to year to fifty-five (55) days total.

Family Medical Leave Act (FMLA) – the District will follow and make available all benefits to employees outlined in the Federal Family Medical Leave Act.

Section 9.2:

A. Sick Days – Listed are the number of days received in that contract year.

1. Full time officer

11 days

3 days can be used for personal reason

2. Security Monitors

5 days

1 day can be used for personal reason

3. Seasonal Officers

11 days

3 days can be used for personal reason

4. Part-time Officers

2 days

1 days can be used for personal reason

No Carry Over – Use them or lose them

Section 9.3: Payment for Unused Sick Leave

After ten (10) years of employment, payment for unused sick leave upon retirement or on severance of the employee other than discharge, or to dependents if death occurs during the employee's time of service, shall be as follows:

\$35 per day for days 1 through 99

\$45 per day for days 100 through 199

\$55 per day for 200 or more days

There is no limit on accumulating sick days.

Section 9.4: Family Illness

All Full-time employees may use up to five (5) days of sick leave in any calendar year where sickness in the immediate family requires the Employee's absence from work. Immediate family is defined as husband, wife or child and parents of the employee. The Employer may require proof of such family sickness.

ARTICLE X - LEAVES OF ABSENCE

Section 10.1: Legal Leave

Full-time employees or seasonal employees are entitled to one (1) day for court appearances if they are subpoenaed to give testimony as a witness. Appearances beyond one day for this purpose shall require an approved unpaid leave of absence. An employee who is party to the action is excluded from this provision unless the action is work related.

Section 10.2: Bereavement Leave

The bereavement leave provisions of this agreement entitle employees in this bargaining unit to full pay when absent on account of death in the immediate family of such employee or employees for four (4) school days, with the provision that if additional days be necessary for burial they will be allowed up to, and including, the day following the day of burial not to exceed seven (7) days. Members of the immediate family shall be defined as mother, father, sister, brother, son, daughter, grandchild, wife, husband, mother-in-law, father-in-law or near relative who had lived with the family in the same household, or any person with whom the employee had made his or her home. In the case of death of a near relative, such as: aunt, uncle, grandfather, grandmother, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law or sister-in-law, no deduction in pay shall be made for absence to attend the funeral of such relative for a period not to exceed one (1) day.

Section 10.3 Military Leave

Such leave will be granted as provided in the Pennsylvania School Code and other applicable laws.

Section 10.4 Jury Duty Leave

Employees who must serve on jury duty suffer no loss of pay during such time. Said employee shall endorse over to the employer any fees excluding expenses received from the court. Any employee who is party to the action is excluded from this position.

Section 10.5 Maternity Leave

Female employees who become pregnant shall be granted a leave without pay (except as hereinafter provided) for the period not to exceed one (1) year. The employee shall have the option to exhaust all or part of her accrued sick leave before beginning said leave without pay. The employee shall give the School District fifteen (15) days written notice prior to termination of such leave and failure to give such notice shall be tantamount to resignation. Seniority rights shall continue to accrue during maternity leave, however, employees shall not receive additional years credit for application on the employer's salary guide. Maternity and post confinement leave shall be for a maximum of one (1) year.

ARTICLE XI - SENIORITY

- Section 11.1 Seniority is defined as the employee's continuous length of service from the most recent date of hire. During any unpaid leave of absence the employee's seniority shall be frozen. Employees starting the same day will draw lots to determine seniority. This process will take place within fifteen (15) days of the starting date. One (1) representative from the District and one (1) representative from the Association must be present during this process.
- Section 11.2 By August 15 of each year the Union will receive an updated seniority list for each classification if so requested by the Union Steward
- Section 11.3 The following shall constitute a break in continuous service and terminate seniority:
- (a) resignation
 - (b) discharge
 - (c) retirement
 - (d) failure to report for work within twelve (12) working days after being notified by the employer following a layoff.

- (e) failure to report for work upon expiration of a leave of absence unless the employee has requested in writing an extension of such leave of absence at least ten (10) work days prior to the expiration of the leave.
- (f) accepts other employment during regular working hours while on leave of absence.
- (g) layoff for more than eighteen (18) months if such layoff occurs when no building program is in progress by the District or for more than thirty-six (36) months if a building program is in progress by the District.

Section 11.4 General Provisions

No new employees shall be hired until all employees on layoff status who desire to return to work have been recalled to the same or lesser category.

Employees who are laid off shall be recalled in the order of their category within their classification seniority to the employer provided he is physically able to perform the work.

Seniority will be used in responding to requests for scheduling vacations.

Seniority is used to initially schedule overtime then a round robin procedure will be used.

ARTICLE XII - LAYOFFS

In the event of a layoff, management will follow reverse seniority to determine the reduction of the work force.

ARTICLE XIII - VACANCIES/TRANSFERS

Section 13.1: Probationary Period

All newly hired employees are subject to a one hundred (100) work day probationary period. The Board will terminate newly hired employees at its discretion during this period without right of appeal.

Any disciplinary write-ups or if the employee receives a less than satisfactory evaluation during the probation period may be given a thirty (30) day extension to the probation period with a maximum of two (2) thirty (30) day extensions.

ARTICLE XIV - FRINGE BENEFITS

Section 14.1:

- a. All current full-time employees in this bargaining unit who qualify for the districts medical benefit package will receive individual coverage in a Health Savings Account (HSA) Preferred Provider Organization (PPO) administered by a third party administrator which provides, initially effective January 1, 2018, for a PPO \$2,000 deductible plan with the HASD funding the employee's HSA account. Any employee hired on or after January 1, 2022 with two (2) or more years of seniority with the District will be eligible to select a plan to cover their spouse and/or children, but will be responsible for one half (1/2) the difference in the current premium in effect at that time between the individual plan and the other plan. The HSA funding and employee deductibles are as follows:

| | | <u>HSA Funding</u> | <u>Employee Deductible</u> |
|----------|---------------|--------------------|----------------------------|
| 1/1/2021 | All employees | \$1,250 | \$750 |
| 1/1/2022 | All employees | \$1,250/\$2,500 | \$750/\$1,500 |
| 1/1/2023 | All employees | \$1,000/\$2,250 | \$1,000/\$1,750 |
| 1/1/2024 | All employees | \$1,000/\$2,250 | \$1,000/\$1,750 |
| 1/1/2025 | All employees | \$750/\$2,000 | \$1,250/\$2,000 |

The amounts provided above are provided the employee completes the HASD Wellness Program. If the Wellness program is not completed the amounts above are \$500 less than stated. The Wellness program will consist of the employee providing verification of having an annual physical and completing a personal profile survey through the Insurance Carrier.

Employees shall contribute toward the cost of the medical premium by paying the following amount per month:

| | |
|------------------------|---|
| 7/1/2020 to 12/31/2021 | \$ 25.00 (Single only) |
| 1/1/2022 to 6/30/2025 | \$ 25.00 (Single); \$31.00 (EE+1); \$45.20 (EE+2) |

Deductions will be via payroll pretax deduction every pay period. Full time members of this bargaining unit will participate with the plan outlined in this section.

- b. Any employee who retired prior to the effective date of this agreement and who is receiving medical benefits shall be, effective upon ratification, converted to the retiree medical plan (\$1,000 deductible PPO).
- c. In all respects, the types and levels of coverage under the plans as outlined above shall be subject to the operating procedures and guidelines of the insurance provider. Also above pertain only to single coverage and does not pertain to spouse or dependent coverage since this unit is only entitled to individual coverage.

Section 14.2: Insurance Buy-In

While on unpaid leave employees may continue all insurance benefits at their own expense by remitting appropriate amounts to the Business Office monthly provided such person remains eligible for such coverage as determined by the carrier.

An actively employed bargaining unit member who is not eligible for individual hospitalization coverage may purchase such insurance at their own expense by remitting appropriate amounts to the Business Office provided such person remains eligible for such coverage as determined by the carrier. Payment for said insurance coverage must be remitted one month in advance for quarterly period. Failure to make such payment will result in termination of coverage.

Section 14.3: Hold Harmless – Insurance

Hospitalization coverage is a contract between the employer and the insurance carrier. No dispute over a claim for hospitalization will be subject to the grievance procedure established in this collective bargaining agreement. It is agreed and understood that the employer does not accept nor is the employer charged with hereby, any responsibility in any manner connected with the determination of liability for payment of hospitalization. It is agreed that the employer's liability shall be limited to the payment of premiums.

Section 14.4: Descriptions

The District shall provide to each employee a full description of all applicable insurance benefits. Distribution of insurance descriptions will be made to all new employees and to all employees upon a change of benefits.

Section 14.5: Education/Training

Any training required by the employer will be provided at no charge to the employee(s). In the case of an employee(s) training to enhance employment skills, such education/training may be provided at the School District's expense with administrative approval.

Section 14.6: Life Insurance

The Hazleton Area School District will provide Life Insurance coverage in the amount of Fifty Thousand (\$50,000.00) Dollars for all full time employees in the categories of seasonal security officers and full-time security officers.

ARTICLE XV - OVERTIME

One and one-half (1-1/2) times an employee's regular hourly salary shall be paid for all hours in excess of forty (40) hours per week or eight (8) hours in a day. If any full-time or seasonal employee is required to work on Saturday or Sunday, he/she will receive one and one-half (1-1/2) time his/her regular rate on Saturday and two (2) times his/her regular rate on Sunday. For Saturdays, Sundays and the forty (40) hour week there will be no pyramiding for overtime payment purposes.

When a scheduled holiday falls during an employee's vacation time, the holiday shall not be charged as a vacation day.

When a recognized holiday falls within the employees regular work week, such holiday should be considered as though it was an eight (8) hour work day of that work week for the purpose of determining whether overtime is to be paid in excess of forty (40) in that week.

ARTICLE XVI – PAID HOLIDAYS

Section 16.1:

The following days shall be recognized as paid holidays for all full-time, twelve month, Security Officers.

1. New Year's Day
2. Presidents' Day
3. Columbus Day
4. Good Friday

5. Easter Monday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. The Day After Thanksgiving
11. Veterans' Day
12. The Day Before Christmas
13. Christmas Day
14. The Day After Christmas
15. First Day of Deer Season
16. Martin Luther King Jr. Day

Section 16.2:

Seasonal Officers will receive holidays listed and for the remainder of this contract agreement receive any additional holiday as the ESPA contract.

| | | |
|------------------------|----------------|------------------|
| Good Friday | New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day | Easter Monday |
| Day After Thanksgiving | | |

Section 16.3:

Security Monitors will receive the following days as paid holidays.

| | | |
|------------------------|----------------|------------------|
| Good Friday | New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day | Easter Monday |
| Day After Thanksgiving | | |

Section 16.4:

An employee to be eligible for holiday pay shall have worked the full work day immediately prior to or following such holiday unless his/her absence on either of the days has been excused.

To be eligible for holiday pay, employees must be actively on the payroll on the date of the holiday.

Employees who work a scheduled holiday shall be paid two (2) times their normal hourly rate plus their regular holiday pay for all hours so worked. This will apply only if the holiday is a paid holiday for their classification.

When any paid holidays fall on a Saturday or Sunday, the District may at its discretion, observe the holiday immediately prior or immediately following the scheduled holiday.

ARTICLE XVII - VACATIONS

Section 17.1: Full-time 12 Month Security Officers

1. With one (1) to four (4) complete years of service – two (2) weeks
2. With five (5) or more complete years of service – three (3) weeks.

Employees hired between July 1st and April 30th shall receive credit for a full year for vacation purposes. Vacations will be granted only in the vacation year in which they are due and may not be carried over the following year unless the employee is precluded from taking his/her vacation in the vacation year by the Employer.

Section 17.2:

Upon death of an employee his/her family beneficiary or estate shall receive vacation pay for any unused vacation. Upon retirement, severance of the employee for other than discharge shall receive vacation pay for any unused vacation.

Section 17.3:

Employees shall be required to submit a request for vacation days and it shall be up to the District to determine if that time will be authorized. Request must be at least three (3) weeks in advance.

Section 17.4:

Vacation weeks cannot be taken during the one hundred eighty (180) days when

school is in session.

Section 17.5:

Only five vacation days can be split. The remainder must be used in full weeks. Vacation over holiday breaks may be used on days that students are off only. May not use vacation or sick days prior to or after student days off prior to or after holidays.

ARTICLE XVIII - TARDINESS

Employees reporting late for work, unless in an emergency, or leaving early shall be "docked" ¼ hour for each fraction thereof.

Example: One (1) minute to fifteen (15) minutes late - docked fifteen (15) minutes.

Sixteen (16) minutes to thirty (30) minutes late-docked thirty (30) minutes.

No employee shall be subjected to the above if reporting late or leaving early with the prior approval of his or her immediate supervisor. Said approval shall be limited to a maximum of one-half (1/2) hour.

Employees who are habitually tardy or leave early shall be subjected to the Board Disciplinary Procedure as described herein.

ARTICLE XIX – NO DISCRIMINATION

In accordance with the laws of the United States, the State of Pennsylvania and the established policies and practices of the Board of School Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, national origin, marital status, place of domicile or membership or participation in or association with the activities of the unified organization.

ARTICLE XX - PRINTING OF THE AGREEMENT

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Union on format. The Agreement shall be made available to all employees at the earliest possible date after ratification.

ARTICLE XXI – IMMUNIZATION PROGRAM

This program is no longer being offered by the District.

ARTICLE XXII - RETIREMENT

Each employee must become a member of the Commonwealth's Public School Employees' Retirement System. Deduction will be made by the District in accordance with the state schedule. (Refer to salary checks and deductions). All questions concerning retirement benefits should be directed to the secretary of the Retirement Board. (Above applies only to eligible employees).

ARTICLE XXIII - MODIFICATIONS TO AGREEMENT

The parties agree that no modification of this Agreement shall be effective during the term thereof unless made in writing, duly executed by the officers of the Board and the Union. If during the term of this Agreement an article, clause, provision or portion of the Agreement is ruled invalid by a court of competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect. Any provision of state or federal law or regulations which may appear to alter or impair the rights of the parties to this Agreement shall be construed in a manner consistent with any judicial interpretation of such law or regulation but so as to wherever possible effectuate the terms and intentions of the parties to this Agreement.

ARTICLE XXIV - WAGES

Section 24.1 Payment Schedules

1. Each employee covered by the provisions of this Agreement who normally receive twenty-six (26) pay periods shall receive twenty-six (26) pay periods except as follows:

Whenever there is a need for twenty-seven (27) pay periods the Board will be authorized to implement the following procedure provided each employee is informed before the procedure is instituted. The annual salary of the employee for that particular fiscal year shall be divided by twenty-seven (27) pay periods in place of twenty-six (26) pay periods.

The District shall make provision for direct deposit of payroll through a District designated bank to the employee's bank of choice for all employees.

2. Hourly Pay Differential

2nd Shift - \$ 0.55 per hour

3rd Shift - \$ 0.70 per hour

Note: Premium hour increases will be effective July 1, 2021. First (1st) shift

hours begin at 7:00 A.M., Second (2nd) shift hours begin at 3:00 P.M. and Third (3rd) shift hours begin at 11:00 P.M. Employees are paid based on hours worked. This applies to his/her regularly scheduled shift only and does not include after-school events or extra-curricular activities.

3. Clocking in/out for extra events: Each Officer will be paid a minimum of three hours for each event even if the event concludes earlier or is cancelled after security has arrived.
4. Employees who are selected and hired by the Board of School Directors as Act 235 Armed Security Officers will be paid an hourly wage differential above their "regular" hourly wage rate as follows.

| | |
|-----------|---------|
| 2020-2021 | \$ 2.00 |
| 2021-2022 | \$ 2.25 |
| 2022-2023 | \$ 2.50 |
| 2023-2024 | \$ 2.75 |
| 2024-2025 | \$ 2.75 |

5. The employee who is appointed to the position of "Lead" Full-Time Security Officer will be paid an hourly wage differential above their "regular" hourly wage rate as follows:

| | |
|-----------|--|
| 2020-2021 | \$ 2.50 (effective at the date of signing of agreement (no retroactivity)) |
| 2021-2022 | \$ 2.50 |
| 2022-2023 | \$ 2.75 |
| 2023-2024 | \$ 2.75 |
| 2024-2025 | \$ 3.00 |

Section 24.2 Wage and Salary Schedules

| | |
|-----------|--|
| 2020-2021 | \$ 0.50 per hour increase effective at date of signing of agreement (no retroactivity) |
| 2021-2022 | \$ 0.50 per hour increase |
| 2022-2023 | \$ 0.50 per hour increase |
| 2023-2024 | \$ 0.50 per hour increase |
| 2024-2025 | \$ 0.50 per hour increase |

Starting Rates:

SECURITY OFFICER FULL TIME

| | |
|-----------|----------|
| 2020-2021 | \$ 15.25 |
| 2021-2022 | \$ 15.25 |
| 2022-2023 | \$ 15.50 |
| 2023-2024 | \$ 15.75 |
| 2024-2025 | \$ 16.00 |

SECURITY OFFICER SEASONAL

| | |
|-----------|----------|
| 2020-2021 | \$ 15.00 |
| 2021-2022 | \$ 15.00 |
| 2022-2023 | \$ 15.25 |
| 2023-2024 | \$ 15.50 |
| 2024-2025 | \$ 15.75 |

ROVING PATROL

| | |
|-----------|----------|
| 2020-2021 | \$ 12.00 |
| 2021-2022 | \$ 12.00 |
| 2022-2023 | \$ 12.25 |
| 2023-2024 | \$ 12.50 |
| 2024-2025 | \$ 12.75 |

SECURITY MONITOR

| | |
|-----------|----------|
| 2020-2021 | \$ 12.00 |
| 2021-2022 | \$ 12.00 |
| 2022-2023 | \$ 12.25 |
| 2023-2024 | \$ 12.50 |
| 2024-2025 | \$ 12.75 |

PART-TIME SECURITY OFFICER

| | |
|-----------|----------|
| 2020-2021 | \$ 14.00 |
| 2021-2022 | \$ 14.00 |
| 2022-2023 | \$ 14.25 |
| 2023-2024 | \$ 14.50 |
| 2024-2025 | \$ 14.75 |

Section 24.3 Court Appearance During Summer

The District agrees to pay a bargaining unit member the greater of actual spent or a minimum of two (2) hours at the employee's regular hourly rate of pay when the employee is required to appear in court during the summer months when school is not in session.

Section 24.4: Longevity Program

Employees will receive the following longevity differential to promote longevity in the District:

- a. After 3 years of continuous service with the HASD from the hire date an additional \$ 0.25 per hour will be added to the base pay rate
- b. After 6 years of continuous service with the HASD from the hire date an additional \$ 0.25 per hour will be added to the base pay rate
- c. After 9 years of continuous service with the HASD from the hire date an additional \$ 0.25 per hour will be added to the base pay rate

All employees with anniversary dates after the signing of the agreement will have an effective date for the salary increase at the beginning of the following fiscal year (July 1) first pay once they reach their anniversary date.

ARTICLE XXV – WEATHER RELATED DELAYS/DISMISSALS – SEASONAL OFFICERS

Seasonal Officers shall be paid for 8 hours for delays caused by snow, but officers agree to report to work as close to their normal scheduled time as road conditions allow without going over the delay time. Officers agree to be scheduled for training to compensate for non-working hours.

Seasonal Officers shall be paid for 8 hours for early dismissal due to snow. Security Monitors and Part-time Officers who work during the school day shall be paid a minimum of 4 hours for early dismissal due to snow. This dismissal time shall be at the discretion of

the Security Director who will confer with the Principal of each building to determine this time. Officers agree to be scheduled for training to compensate for non-working hours.

ARTICLE XXVI – MILEAGE REIMBURSEMENT

The Board agrees to reimburse employees who are required to drive their personal automobiles on approved school business at the IRS rate per mile. Mileage is subject to approval by the immediate supervisor or his/her designee.

ARTICLE XXVII – DOCK DAYS

Leave beyond the employees accrued leave (dock days) shall not be permitted without prior approval by the Superintendent. Leave will be granted or denied on a case-by-case basis based upon the facts and extenuating circumstances necessitating the leave request. There will be a maximum of five (5) single day occurrences. Consideration will be given for additional days for medical reasons that are accompanied with a Doctor's note.

ARTICLE XXVIII – WILTSIE CENTER

Outside groups renting and/or others utilizing the Wiltsie Center can provide their own security, stage access personnel and/or crowd control assistance with the understanding and agreement that there shall always be at least one security person working said event when the center is formally open to the public and admission to said event is charged.

The above provisions shall not apply in situations where no admission is charged by the group utilizing the center.

ARTICLE XIX – DRUG AND ALCOHOL TESTING

The Union recognizes the right of the District to require employees, as an ongoing condition of employment, to submit to reasonable suspicion, after accident, return from medical leave or workers returning from a worker's compensation injury to submit to drug and alcohol testing. It is understood and agreed that the District will pay for all such testing and that the time associated with same shall be paid by the District. Furthermore the District has the right to develop a random process that selects up to 10% of the staff each quarter to submit to drug and alcohol testing. The Union can have a representative present during the selection process. The District reserves unto itself the ability to establish the policy and/or procedures to accomplish same.

ARTICLE XXX - MANAGEMENT RIGHTS

Section 30.1 The Union acknowledges that it is the exclusive function of the employer to hire, layoff, promote, transfer, classify, suspend, discipline, or discharge any employee.

Section 30.2 Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the rights of the Employer at its discretion, to manage all operations including the direction of the working force; right to plan, direct or control the operation of all equipment and other property of the Board; to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

ARTICLE XXXI - DURATION OF AGREEMENT

This agreement shall become effective the 1st day of July, 2020, except that none of its terms are retroactive prior to the date of final ratification, except as specifically identified herein, and shall remain in full force and effect up to and including the 30th day of June, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals, this 20th day of May, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 2021.

INTERNATIONAL UNION, SECURITY,
POLICY AND FIRE PROFESSIONALS
OF AMERICA AND ITS AMALGAMATED
LOCAL 506

HAZLETON AREA SCHOOL DISTRICT

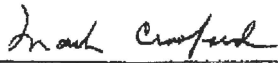
Mark Crawford, SPFPA International

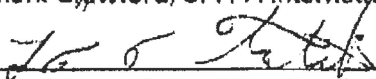
HASD Board President

Lou T. Tartack, President Local 506 SPFPA

Superintendent of Schools

INTERNATIONAL UNION, SECURITY,
POLICY AND FIRE PROFESSIONALS
OF AMERICA AND ITS AMALGAMATED
LOCAL 506

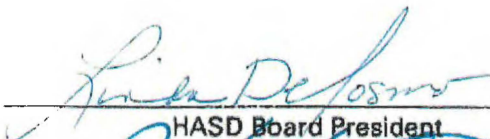

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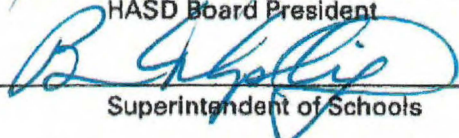

Lou T. Tartack, President Local 506 SPFPA


Jenny Curry


Patricia Sealise


HAZLETON AREA SCHOOL DISTRICT


HASD Board President


Superintendent of Schools


Assistant to the Superintendent of Schools


Business Manager


Director of Security & School Police Services