

JULY 1, 2020 - JUNE 30, 2024



COLLECTIVE BARGAINING AGREEMENT

Cumberland Valley School District &
American Federation of State, County and
Municipal Employees, AFL-CIO District
Council 89, Local 4013

COLLECTIVE BARGAINING
AGREEMENT

Between

CUMBERLAND VALLEY SCHOOL DISTRICT

And

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL 89, LOCAL 4013

July 1, 2020 through June 30, 2024

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AGREEMENT

THIS AGREEMENT is made and entered into this _____ day April of 2016, by and between the CUMBERLAND VALLEY SCHOOL DISTRICT, (hereinafter referred to as the "District") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, DISTRICT COUNCIL 89, LOCAL 4013 (hereinafter referred to as the "Union"), as follows:

ARTICLE 1: RECOGNITION

§1. The Board recognizes the Union as the exclusive representative for purposes of collective bargaining as that term is defined in Act 195 and Act 88 for all bargaining unit employees as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-00-45-E, provided that this Article shall not confer any implied rights upon either party beyond those which are set forth in the express language of this Agreement.

§2. This Agreement is applicable only to those employees for whom the Union is the certified collective bargaining representative.

ARTICLE 2: DEFINITIONS

§1. The term "Employer" when used in this Agreement shall mean Cumberland Valley School District, its Board of School Directors, and its authorized administrators and management officials.

§2. For Full-time employees hired on or before June 30, 1995, the phrase "Full-time Employee" as used in this agreement shall mean an employee regularly assigned by Employer to render services for an average minimum of five (5) hours per day based upon a 5-day work week. For employees hired after June 30, 1995, the phrase "Full-time Employee" as used in this agreement shall mean an employee regularly assigned by Employer to render services for an average minimum of seven (7) hours per day based on a five (5) day work week.

§3. For employees hired after June 30, 1995, the phrase "Part-time Employee" as used in this agreement shall mean an employee regularly assigned by Employer to render services for a term not to exceed an average of six hours and fifty-nine minutes (6:59) per day based upon a 5-day work week.

§4. The term "Union" shall mean the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 89 and its authorized officers and representatives.

§5. The word "Superintendent" as used in this agreement shall mean the Superintendent of the Cumberland Valley School District.

ARTICLE 3: HOURS OF WORK

§1. The hours of work for each classification of employee covered by this Agreement will be determined by the Administration in accordance with the needs of the District. Work schedules indicating the hours of work for each employee or employee classification will be promulgated annually in writing by the appropriate building or District level administrator. The District agrees to meet and discuss with the Union prior to changing work hours.

ARTICLE 4: WORK WEEK

§1. The normal work week will be five (5) days, Monday through Friday.

§2. The District and the Union agree to discuss alternate work schedules and flextime for bargaining unit employees.

§3. The District shall have the option, during summer recess, to reduce the normal work week to a four (4) day work week with work hours not to exceed the normal scheduled number of work hours per week. The district will provide advanced notice annually of a four (4) day work week 120 days prior to the last day of the school year.

ARTICLE 5: OVERTIME

§1. Employees may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the appropriate administrator.

§2. Employees who are required to perform work in excess of forty (40) hours in any calendar week Sunday through Saturday shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for any such hours actually worked.

§3. Employees who work on any of the holidays listed in Article 13 of this Agreement shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for any such hours actually worked on the holiday.

§4. An employee called in to work by an authorized supervisor or in a bona fide emergency at a time not contiguous to his/her regular work shift will be paid a minimum of four (4) hours pay, or the appropriate rate for all actual hours worked, whichever is greater.

§5. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement. Payment of overtime rates and/or compensatory time as provided in this Article shall be in lieu of the payment of any other differential or premium rate provided in this Agreement. The work week shall be defined as Sunday through the following Saturday.

§6. Where routine non-emergency weekend overtime work occurs for custodial set-up and cleaning for events held within a building, such overtime shall be distributed within each building by an equitable rotation system among the qualified employees who are available and interested in working overtime. Overtime refused shall count as overtime accepted and worked for purposes of the rotation system. The availability of the overtime opportunity shall be determined by the employer.

ARTICLE 6: GRIEVANCE PROCEDURE

§1. Definitions

- A. "grievance" shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim, including the Union. In the event the Union presents a grievance pursuant to this Article, such grievance shall designate the names of each bargaining unit member on whose behalf the Union has presented such grievance. The grievance so presented by the Union shall apply only to those bargaining unit members identified by the Union upon the filing of the grievance.

§2. General Principles

- A. The term "days" when used in this Article shall mean work days when the District administrative offices are open for business. If the last day of any time period or time limit specified in this Article falls on a non-working day, the time period or limit shall be extended to the next following working day.
- B. It is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.
- C. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than ten (10) working days. The failure to submit a written grievance within such period shall constitute a bar to the processing of the grievance.
- D. Where a grievance cannot be resolved at a lower step of the procedure, upon written request of the Union, the employer may waive, in writing, the processing of the grievance at such step and allow it to proceed directly to a higher step.
- E. Time limits may be extended by written mutual consent of both parties.
- F. In the event any employee or the Union exercises any right of appeal to court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed unless referred back to the grievance process.

§3. Procedure

Informal Step: Before a formal grievance is filed, the employee or his representative shall request an informal meeting with the immediate supervisor in an attempt to settle the grievance.

Step I. If the matter is not satisfactorily adjusted in the informal meeting, the person or persons initiating the alleged grievance shall present the grievance, in writing and on a form, as attached hereto and made a part hereof, to the immediate supervisor or other appropriate level of management within ten (10) working days after its occurrence. The immediate supervisor shall reply, in writing, to the grievance within ten (10) working days after initial presentation of the grievance. The grievance shall contain a written statement of the facts, the dates of occurrence, the names of the grievants, the specific Sections of the agreement alleged to have been violated, and the remedy sought.

Step II. If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the immediate supervisor's response to the grievance, to the Superintendent within ten (10) working days of receipt by the grievant of the immediate supervisor's written disposition. The Superintendent shall reply in writing within a period of ten (10) working days.

By mutual agreement between the Superintendent and the Union representative, informal hearings or conferences may take place at this step of the procedure in an effort to clarify facts, issues or positions and/or to facilitate settlement of grievances where possible.

Step III. If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the disposition of the grievance by the Superintendent, to the Secretary of the Board, with a copy to the Superintendent, within ten (10) working days of receipt of the Superintendent's written decision. The Board shall render a decision in writing within ten (10) working days following its next regularly scheduled meeting.

Step IV. If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Union to binding arbitration, as provided in Section 903 of Act 195 provided such referral is made in writing within ten (10) working days following the date of the decision referred to in Step III. Notice of such appeal shall be given in writing to the Superintendent. The parties shall equally bear the cost of arbitration.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, vary, change or remove any term of this Agreement.

ARTICLE 7: PROBATIONARY PERIOD

§1. Each employee shall be considered probationary during the first ninety (90) calendar days of employment, provided the employee must have worked at least forty-five (45) days during the probationary period. An employee may be terminated at any time up to the conclusion of the probationary period at the discretion of the District. Thereafter, the employee shall be considered a regular employee of the District and shall acquire seniority status back to the date of employment. At its discretion, the District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the employee.

§2. During such probationary period, the employee shall not be covered by the Discharge, Demotion, Suspension and Discipline Article of this Agreement. Paid time off and seniority provisions will not apply but will accrue retroactive to the first day of employment after completion of the probationary period. Group insurance benefits will commence on the first day of the month after completion of ninety (90) calendar days of employment.

§3. For the purpose of determining seniority after completion of the probationary period an employee's date of hire shall be construed the first working day of said probationary period.

§4. Probationary employees will not be permitted to transfer to another department until they have successfully completed the required probationary period.

ARTICLE 8: WAGES

§1. New Employees will be placed on the appropriate pay range for their job classification beginning at Step 1 in Appendices A

§2. Effective July 1, 2020, the District shall adopt the starting rates and placement wage scale contained in Appendices B of this Agreement for all bargaining unit employees.

All employees will move up 1 step on the pay scale contained in Appendix B of this agreement from their previous step placement that ended on June 30, 2020. (The step movement does not include the DO/DSF Administrative Secretary Positions)

§3. Effective July 1, 2021 all employees will move up 1 pay step on the pay scale contained in Appendix C of this Agreement.

§4. Effective July 1, 2022 all employees will move up 1 pay step on the pay scale contained in Appendix D of this Agreement.

§5. Effective July 1, 2023 all employees will move up 1 pay step on the pay scale contained in Appendix E of this Agreement.

§6. Employees promoted to job classifications in a higher pay range will move across the pay scale to the appropriate pay range, retaining their original pay step. After five (5) consecutive working days, employees who are temporarily charged with the duties of a

higher job classification will be compensated on the 6th day at the same pay rate as the higher classification while performing those duties. The higher job classification will be compensated back to day one (1) of working at the higher classification. Employees who are temporarily charged less than five (5) days with the duties of a lower job classification shall retain their current pay rate.

§7. Employees who voluntarily demote to a job classification in a lower pay range will move across the pay scale to the appropriate pay range, retaining their original pay step.

§8. Educational Assistants & Life Skills Para-Professionals must become “Highly Qualified” within their 90-day probationary period. An employee may be terminated for failure to provide documentation that he/she meets the standards for being considered “Highly Qualified”.

§9. The District may hire employees above the starting rate in job classifications encompassed within pay ranges 8, 9 and 10. The District will notify AFSCME District Council 89 prior to hiring employees above the minimum.

§10. Direct deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees unless they can provide written documentation, from a financial institution, of their inability to secure banking services. Employees with direct deposit are required to obtain their payroll records electronically. Use of a district computer is permitted to access and print payroll records.

ARTICLE 9: EMPLOYEE PERFORMANCE REVIEW

§1. An Employee Performance Review (“EPR”) shall be completed for each bargaining unit employee by the supervisor familiar with the employee’s work performance. The supervisor will meet with each employee in a private setting to review their EPR. If the employee disagrees with part or all of the EPR, they may meet privately with the reviewing officer. After discussing the matter with the employee’s supervisor, the reviewing officer and or the supervisor may change the rating. A copy of the final rating will be given to the employee prior to the end of the school year. Employees hired after April 1 will not receive an evaluation for that school year.

ARTICLE 10: MEDICAL/HOSPITALIZATION INSURANCE

§1. The Employer shall pay for Full-Time Employees the premium cost of hospitalization and medical insurance coverage as provided by an insurer or insurers selected by the Employer.

§2. Each Full-Time Employee shall have the privilege of electing to have family dependent coverage for his/her spouse and children under the medical and hospitalization insurance provisions mentioned in Paragraph 1 immediately above as the same is available through said insurer or insurers. Effective upon ratification of this agreement new Employees spouses and Employee spouses who are not covered by the employer’s medical insurance

coverage are only eligible for coverage if the spouse is not eligible for coverage under his or her employer's group medical plan. In addition to the Employer's obligation to pay the premium cost of the coverage attributable to the individual Full-Time Employee under Paragraph 1 immediately above, the Employer shall pay the premium cost attributable to such family-dependent coverage subject to the Full-Time Employee contributions as set forth herein.

1. The School District shall offer A Health Reimbursement Account (HRA) Preferred Provider Organization (PPO) Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the employer. The PPO with an HRA effective on January 1, 2021, shall include an in-network deductible of \$1,000 /\$2,000. The employee shall only be responsible for the first \$500/\$1,000 of the deductible. After that responsibility has been met, the District shall pay the remaining deductible expense via the HRA. This plan will only be offered for plan years 2021 and 2022 only.
2. Effective January 1, 2021 the School District shall offer a Health Saving Account (HSA) –Qualified High Deductible Health Plan (QHDHP) Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the employer.
3. Effective January 1, 2023 this will be the only plan offered by the District. The QHDHP HSA shall include an in-network deductible of \$2,000/\$4,000.
4. The District will fund this plan in the amount per the following:

Plan year 2021 of \$1,500/\$3,000. Expenses above that amount will be borne by the employee. Employer funding will be paid in full in January 2021

Plan year 2022 of \$1,500/\$3,000. Expenses above that amount will be borne by the employee. Employer funding will be paid in full January 2022

Plan year 2023 of \$1,350/\$2,700. Expenses above that amount will be borne by the employee. Employer funding will be split with one half (1/2) of the funding in January 2023 and the remaining funding paid in September on 2023

Plan year 2024 of \$1,250/\$2,500. Expenses above that amount will be borne by the employee. Employer funding will be split with one half (1/2) of the funding in January 2024 and the remaining funding paid in September on 2024

§3. Effective July 1, 2021, the Employer will offer a Health Reimbursement Account (HRA)-Preferred Provider Organization (PPO) and a Health Reimbursement account-QHDHP HAS Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the Employer. Three tiers of benefits coverage will be offered under the HRA-PPO and QHDHP HSA.

Three tiers of benefits coverage will be offered under the HRA-PPO and QHDHP- HSA

- Full-Time Employee individual
- Full-Time Employee plus one
- Full-Time Employee and family.

Beginning July 1, 2021 pharmacy benefit will be as described below for the PPO Plan ending on December 31, 2022.

- All Prescription drugs shall require a mandatory soft generic, quantity level limits, prior authorization action, step therapy and have no deductible
- Retail costs for a 30-day supply shall be:
 - \$5 (generic),
 - \$20-brand formulary
 - \$30-brand non-formulary
- Mail order costs for a 90-day supply shall be:
 - \$10 (generic),
 - \$30-brand formulary
 - \$45-brand non-formulary

Each Full-Time Employee will have the option to elect to be covered by either of said HRA-PPO or a Health Reimbursement Account- QHDHP HSA Hospitalization, Medical and Pharmacy program following an open enrollment period.

Full-Time Employees electing HRA-PPO Hospitalization or a Health Reimbursement Account- QHDHP-HSA Medical and Pharmacy program during the term of this agreement shall pay the same rate as the CVEA agreement, but not to exceed the annual premium of the appropriate coverage tier by payroll deduction.

Beginning January 1, 2021, the employee contribution rate toward the cost of the employer's premium cost to include participation in a district wellness plan shall be as follows:

Standard HRA-PPO Plan and QHDHP-HSA Plan:

	Wellness Plan Participant	Non-Wellness Plan Participant
January 1 thru December 31, 2021	14.00%	17.00%
January 1 thru December 31, 2022	14.00%	17.00%
January 1 thru December 31, 2023	14.50%	17.50%
January 1 thru December 31, 2024	14.50%	17.50%

Beginning January 1, 2017, employees are strongly encouraged to participate in the district's wellness plan. Failure to participate in the plan shall result in the employee's premium

contribution increasing by 3% in the following year above the amount referenced above. the employee and his/her spouse are both required to participate, both must participate in the requirements of the wellness program in order to not be penalized by the higher premium contribution. The requirements of the wellness plans shall be:

Employees and spouses covered by the insurance plan are required to complete one primary care physician visit (annual physical) per year. Both the employee and covered spouses must certify preventative care compliance (a. PSA (men only), b. colonoscopy, c. Pap smear (women only), d. mammogram (women only) e. dental visits. In addition, both employee and covered spouse must sign tobacco affidavit certifying tobacco user/non-tobacco user. If the employee and/or spouse are a user of tobacco, s/he must successfully complete a tobacco cessation program.

§4. The employer will implement an IRS Section 125 Plan to allow the applicable employee participation payment to be deemed a pre-tax deduction. As a result of changes to regulations governing Section 125 unreimbursed medical FSA plans under the Internal Revenue Code, the plan document will be modified to permit \$500 of unused health FSA amounts remaining at the end of a plan year to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All employees who are enrolled in the QHDHP-HSA Health Plan will be eligible to participate in a Limited Purpose Section 125 Plan for dental and vision reimbursement and dependent care reimbursement plans.

§5. Full-Time employees can opt to discontinue coverage and receive 25% of the annual premium savings. This option is not available to Full-Time Employees whose spouse is also a District employee. Those opting out must present proof of alternate coverage to the District. Those who opt out will receive the buyout amount in two (2) checks (December, June). Those Full-Time Employees may rejoin if necessary, with proof of a qualifying event resulting with the loss of alternate coverage. There shall be no entitlement to a further buyout if the Full-Time employee rejoins the District's coverage.

§6. Effective September 1, 2001 all duplicate coverage has been discontinued. Where Husband and Wife are both District Full-Time Employees, they will be covered by one policy.

ARTICLE 11: DENTAL CARE INSURANCE

§1. The Employer shall pay for Full-Time Employees the premium cost of dental insurance coverage as provided by an insurer or insurers selected by the Employer, equivalent in benefits and similar in billing processes as provided under the group programs as defined in the Agreement between AFSCME and the Cumberland Valley School District, the parties thereto, in effect during the 2020 calendar year.

§2. Each Full-Time Employee shall have the privilege of electing to have family dependent coverage for his/her spouse under the dental insurance provisions mentioned in Paragraph 1 immediately above and the same is available through the insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the

individual Employee coverage under Section 1 immediately above, the Employer shall pay the premium cost attributable to such family-dependent coverage.

ARTICLE 12: VISION CARE INSURANCE

§1. The Employer shall pay for Full-Time Employees the premium cost of vision insurance coverage as provided by an insurer or insurers selected by the Employer, equivalent in benefits and similar in billing processes as provided under the group programs as defined in the Agreement between AFSCME and the Cumberland Valley School District, the parties thereto, in effect during the 2020 calendar year.

§2. Each Full-Time Employee shall have the privilege of electing to have family dependent coverage for his/her spouse under the vision insurance provisions mentioned in Paragraph 1 immediately above and the same is available through the insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the individual Full-Time Employee coverage under Section 1 immediately above, the Employer shall pay the premium cost attributable to such family-dependent coverage.

ARTICLE 13: HOLIDAYS

§1. All twelve-month employees will receive ten (10) paid holidays, New Years' Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas day.

§2. All less than twelve-month employees will receive nine (9) paid holidays to include; New Year's Day, Presidents Day Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day.

§3. Holidays occurring on a Saturday shall be observed on the immediately preceding Friday, and holidays occurring on a Sunday shall be observed on the immediately succeeding Monday, except as may be otherwise designated by the official school calendar as adopted by the Board.

§4. If an employee works on one of the paid holidays listed in this article, they will be allowed to schedule and take that paid holiday at a later date.

ARTICLE 14: VACATIONS

§1. All twelve (12) month employees with at least one (1) year but less than five (5) years of service in the Cumberland Valley School District shall be entitled to ten (10) workdays of paid vacation time per year (July 1 to June 30) which shall be taken during the summer recess following the close of the next school year.

§2. Twelve (12) month employees with five (5) years or more of service in the Cumberland Valley School District shall be entitled to fifteen (15) workdays of paid vacation time per year (July 1 to June 30), of which up to five (5) such days may be taken during the next school

year, and the remaining days shall be taken during the summer recess following the close of the next school year.

§3. Twelve (12) month employees with fifteen (15) years or more of service in the Cumberland Valley School District shall be entitled to twenty (20) workdays of paid vacation time per year (July 1 to June 30), of which up to five (5) such days may be taken during the next school year, and the remaining days shall be taken during the summer recess following the close of the next school year.

§4. All vacation periods will be governed by administrative regulation in order to provide for efficient operations. Prior supervisory approval is necessary before any vacation may be taken.

§5. Less than twelve (12) month employees are not entitled to vacation days.

§6. Newly hired twelve (12) month employees working for less than a full year (July 1 to June 30) shall be entitled in such partial year to paid vacation according to the following schedule which shall be taken during the summer recess following the close of the then current school year.

If employment begins between
these dates:

April 1 through April 30
March 1 through March 31
February 1 through February 28 or 29
January 1 through January 31
November 1 through December 31
October 1 through October 31
September 1 through September 30
August 1 through August 31
July 1 through July 31

The Employee shall be entitled
to the following workday's vacations:

1 day
2 days
3 days
4 days
5 days
6 days
7 days
8 days
9 days

ARTICLE 15: LIFE INSURANCE

§1. A term life insurance policy equivalent to \$30,000 will be provided by the School District for each Full-Time Employee. Full-Time Employees will have the option to purchase up to an additional \$20,000 worth of coverage at the Full-Time Employee's expense.

ARTICLE 16: RETIREMENT

§1. The District and each Employee will make contributions to the Pennsylvania School Employee's Retirement System (PSERS) as required by law. Disputes over retirement issues shall be determined through PSERS and shall not be subject to the grievance procedure under this Agreement or arbitration.

ARTICLE 17: PERSONAL LEAVE

§1. Each Full-Time twelve (12) month and Part-time Employee shall be entitled to three (3) personal leave days with pay each year. Prior notification of intention to use said personal leave days shall be submitted in writing so that proper records can be maintained. No more than ten percent (10%) of existing employees, per classification, are eligible to take personal leave on any given day. A Full-Time-Employee and Part-time Employees may accumulate a maximum of six (6) personal days. Unused personal days greater than six (6) will be transferred and added to sick leave days.

§2. All less than 12-month Full-Time Employees shall be entitled to four (4) personal days with pay each year. All less than 12-month Part-Time Employees shall be entitled to three (3) personal days with pay each year. Prior notification of intention to use said personal leave days shall be submitted in writing so that proper records can be maintained. No more than ten percent (10%) of existing employees, per classification, are eligible to take personal leave on any given day. All less than 12-month Full-Time Employees and Part-Time Employees may accumulate a maximum of five (5) personal days. Unused personal days greater than five (5) will be transferred and added to sick leave days.

§3. Employees may use personal leave for emergency situations that may arise. In instances where the District has reason to doubt the validity of the emergency, the District may require documentation to substantiate the nature of the emergency.

ARTICLE 18: SICK LEAVE

§1. Sick leave will be granted at the rate of ten (10) days per year for Full-Time Employees on a twelve-month schedule, cumulative to a maximum of 200 days.

§2. Sick leave will be granted at the rate of eight (8) days per year for Employees employed less than 12 months per year, cumulative to a maximum of 200 days.

§3. Sick leave allotments shall be credited to each Employee on July 1st of each year. During the first whole or partial fiscal year of employment, sick leave will accrue at the rate of one (1) day for every five (5) weeks of employment. Employees must work at least (1) day in the new school year in order to re-establish sick leave eligibility at the beginning of the school year.

§4. Payment for sick leave will be based upon the average number of regularly scheduled hours worked each day.

§5. Where injury or illness in the immediate family requires the Employee's absence from work, Employees may use up to five (5) sick days per year to care for family members.

§6. The Employer reserves the right to require a doctor's certificate for any absence due to illness. Absences for illness during an Employee's probationary period will require a physician's statement before payment will be made for such absence.

§7. The provisions of this Section shall be applicable only to individuals who were Employees as of June 30, 2003 and who have maintained that status continuously since that date. Upon retirement, an Employee having served the Cumberland Valley School District for a period of at least ten (10) years shall be entitled to a cash payment based on the balance of the accumulated sick leave. Payment to be 100% of the first (70) days to his or her credit, multiplied by the per diem rate computed as follows: the number of hours per day worked at the time of the Employee's retirement multiplied by the Employee's regular hourly rate at the time of their retirement. Payment will not be a cash payment but will be in the form of a 403B plan.

§8. In the event of a death of an Employee, a severance payment shall be made to his or her beneficiary in an amount calculated in the same manner as if the Employee had retired.

ARTICLE 19: BEREAVEMENT LEAVE

§1. The Board will grant a leave of absence with regular pay up to five (5) workdays without loss of pay to an Employee in the event of a death in the immediate family of the Employee. Members of the immediate family shall be defined as husband, wife, father, mother, brother, sister, son, daughter, grandchild, stepparent, stepchild or any person with whom the Employee makes his or her home. (Note: Section 4 does not apply)

§2. An Employee shall be granted leave of absence with regular pay up to three (3) workdays without loss of pay in the event of the death of a near relative. A near relative shall be defined as a grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or parent-in-law.

§3. An Employee shall be granted a one (1) day leave of absence with pay on the day of the funeral in the event of the death of the Employee's first cousin, aunt, uncle, niece or nephew. Such leave of absence shall include the day of the funeral of the near relative.

§4. In the event that an Employee is entitled to bereavement leave under Sections 2 or 3 above, and providing that this leave is because of the death of a relative of the Employee described in Sections 2 or 3, and providing that extended travel of 400 miles or more round trip is necessary, and providing such leave shall be requested in advance, the Employee shall be entitled to one (1) additional consecutive day of absence with pay.

ARTICLE 20: CHILD REARING LEAVE

§1. An Employee who is expecting the birth or adoption of a child, and who wishes to continue employment, may be granted a child rearing leave of absence without pay.

§2. The Employee shall receive no compensation during a childrearing leave of absence. Prior to commencing an unpaid childrearing leave, the Employee may utilize accumulated sick leave for the period of any actual disability only, as certified by the employee's physician.

§3. Requests for approval of such leaves of absence without pay must be made, in writing, to the Director of Human Resources at least sixty (60) days prior to the requested effective date of the leave, or under emergency situations, as soon as possible.

A. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed inclusive dates of the leave.

B. The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto.

§4. Approval of a request for child rearing leave of absence shall be at the sole discretion of the Board. Notification, in writing of the Board's disposition of a request for child rearing leave will be given not later than thirty (30) days prior to the requested effective date of the leave. The notification will specify an approved effective or beginning date and an approved termination or ending date for the leave.

§5. The maximum period of the leave shall be a period of twenty-six (26) weeks after the leave has begun. Upon return to employment, the Employee will be placed in the salary category then in effect provided he/she was employed ninety (90) school days prior to commencement of child-rearing leave.

§6. An Employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the Superintendent at least sixty (60) days prior to the new termination date requested. The reasons for requesting an early termination must be stated in the request. An Employee who has been granted a period of child rearing leave must give notice of intention to return to work to the Superintendent no later than sixty (60) days prior to the date of return.

§7. Upon termination of the leave the District shall reinstate the Employee to the job held prior to the leave, or to a substantially equal position if such jobs are vacant and available. If such jobs are not vacant and available, the Employer may offer the Employee any other available position for which the Employee is eligible. An Employee returning from child rearing leave shall not forfeit any seniority or any other rights based on length of service accrued prior to the leave, but such rights shall not continue to accrue during the leave.

§8. Employees granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans at the time that they request child rearing leave. The District may require that such Employee prepays to the District the entire premium for their participation in the plans one (1) month prior to the effective date of the leave. In any event, because the District pays premiums one (1) month in advance, the Employee must submit payment to the Business Office of at least one (1) month's premium in advance.

ARTICLE 21: FAMILY AND MEDICAL LEAVE

§1. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the Employee waive the right to exercise any prerogative or right under the Act.

§2. A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual Employee.

§3. An employee shall be required to use their available paid sick, personal, and vacation leave concurrently with an FMLA absence. Their leave shall be considered protected FMLA leave and counted toward their FMLA leave entitlement.

ARTICLE 22: JURY DUTY

§1. A member of the bargaining unit who is summoned for jury duty, to give testimony, on behalf of the school district, or to testify in cases related to their employment shall make request for a leave of absence immediately upon receipt of notice of such service. Such leave shall be granted with pay upon proper application and receipt of applicable documentation.

§2. An Employee granted leave for jury duty, to give testimony on behalf of the school district, or to testify in cases related to their employment, shall be paid his/her regular salary or daily rate less the amount earned as a juror. Prior to receipt of payment the Employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the Employee was on jury duty or giving testimony and the compensation paid.

ARTICLE 23: WORK RELATED INJURIES

§1. The Board agrees to maintain in force during the term of this Agreement workers' compensation insurance as required by law.

§2. Employees suffering injuries during the course of their employment shall immediately report such injury to the building principal or Supervisor.

§3. The workers' compensation insurance benefits as provided in this Article shall be coordinated with the sick leave and other paid leave and insurance benefit provisions of this Agreement and with other disability benefits provided by law, including Social Security disability benefits, such that no Employee shall receive compensation to exceed the amount of the Employee's regular base salary.

§4. If an Employee receives workers' compensation insurance benefits, the Employee will fully reimburse the Employer for pay received for any sick leave, personal leave, emergency leave, or vacation taken during the worker's compensation leave. Such reimbursement may be by way of payroll deduction per the following:

- a. Day 1: If worked a partial day, the day is paid by the District
- b. Days 2-7: You will use accrued time off, as Workers' Compensation do not yet begin.
- c. Days 8-13: Workers' Compensation pay begins for any time off, starting on Day 8.
- d. Days 14+: Workers' Compensation pay will be retroactive to the first day off work, and will pay Days 1-7.

§5. Employees shall notify the Employer of payments received pursuant to workers' compensation insurance and/or disability insurance benefits within a reasonable time after receipt thereof.

§6. The Employer shall have the right to post panels of medical practitioners in accordance with current law.

ARTICLE 24: MANAGEMENT RIGHTS

§1. The Employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.

§2. It is understood and agreed that the Employer possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, to determine the employment, classifications, and initial and subsequent assignment of employees, the types of work to be performed, the shifts, schedules and hours of work, the number of employees required, to select and hire employees, to promote, suspend, lay off, demote, or discharge employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the Employer in violation of the express provisions of this Agreement.

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

§4. The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

§5. An exercise by the Employer of its discretionary rights under this Article or under the law shall not create a precedent or establish a binding practice, even if repeatedly exercised over a period of time in a similar manner but shall remain a matter of discretion.

§6. The exercise by the Board or Administration of its management rights under this Article shall not be subject to the grievance procedure or arbitration.

ARTICLE 25: SUPERVISORS

§1. It is agreed that supervisory and management employees have the right to perform any work in the District including work which is otherwise performed by members of the bargaining unit, provided that such work by supervisors shall not cause the loss of regular hours of work to any current Employee.

§2. Bargaining unit Employees who are promoted out of the bargaining to a supervisory position and who later returns to the bargaining unit will lose all previously accumulated bargaining unit seniority if the return is more than three (3) years from the date of leaving the bargaining unit.

ARTICLE 26: USE OF CONTRACTORS

§1. The District retains the right to utilize outside contractors at its discretion to perform any work within the District, provided that such work by contractors shall not cause the loss of regular hours of work to any current Employee.

ARTICLE 27: EMPLOYEE RIGHTS

§1. The Cumberland Valley School District and AFSCME, Local 4013 recognize that it shall be lawful for public employees to join the Union and to engage in lawful concerted activities for the purpose of collective bargaining, except as expressly limited by the terms and conditions of this Agreement, or to bargain collectively through representatives of their own free choice. Public employees shall also have the right to refrain from any and all such activities except as expressly limited by this Agreement.

ARTICLE 28: DISCHARGE, DEMOTION, SUSPENSION and DISCIPLINE

§1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an Employee without just cause.

§2. The employer shall have the right to discharge an employee who fails to call off or report to work for three consecutive workdays.

ARTICLE 29: SENIORITY, LAYOFF AND RECALL

A. Definition and Guidelines

§1. Seniority shall be defined as an Employee's length of continuous service with the Employer since the Employee's most recent date of hire in a bargaining unit job. In the event a part-time employee transfers to a full-time position, the employee's previous part-time service will be pro-rated for seniority calculations.

§2. In the event of a layoff or reduction in force, layoffs within a job classification shall be in the inverse order of seniority, provided that the remaining Employees are qualified and physically able to perform the work. Recalls from layoff will be in the reverse order of seniority. Vacant positions existing at the time of a layoff or reduction in force will immediately be frozen.

§3. An Employee whose job is eliminated may bump the least senior Employee in the same job classification or in another lower rated classification whose skills are wholly encompassed within the Employee's current classification provided that Employee is determined to be qualified for the position by the Employer. A Part-Time Employee may not bump a Full-Time Employee but may only bump into a part-time job with an equal or lower number of hours. Job assignment subsequent to the bumping process shall be at the discretion of the District.

§4. Employees who are laid off shall retain their seniority for a period of one (1) year following the date of layoff.

§5. Seniority and all rights under this Agreement shall be lost by an Employee for any of the following reasons:

- a. Voluntary quit or resignation.
- b. Discharge.
- c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
- d. Retirement.
- e. Failure to return from an approved leave of absence.
- f. Remaining on layoff status for period in excess of one (1) year.
- g. Absence for three (3) consecutive days without notifying the District unless failure to do so is beyond the employee's control.

ARTICLE 30: UNION ACTIVITY DURING WORK HOURS

§1. No member of the bargaining unit shall engage in organizational activity, grievance activity, or any other union related activity on the premises of the Employer during work hours of the Employee except with the express prior written agreement of the Employer.

§2. No member, official or representative of AFSCME shall interfere with or interrupt the work activities of any member of the bargaining unit during the work hours of the individual without the express prior written agreement of the Employer.

§3. Members of Local 4013 who are elected to serve on the Union's Executive Board may attend labor management meetings, or representational meeting, without loss of pay.

§4. Employees who are AFSCME officials or elected delegates may be granted, subject to management's ability to maintain efficient operations, up to five (5) days of paid leave and up to ten (10) days of unpaid leave each year without loss of seniority credit where such time is necessary to enable them to attend official Union conventions or conferences. Employees may elect to use their own accrued paid leave in lieu of the unpaid leave.

§5. The Union President shall be given a list of all new employees who are hired, or transferred into a position within the bargaining unit, and the location of the building in which they are placed every other month.

ARTICLE 31: USE OF SCHOOL FACILITIES

§1. Use of School Buildings: The Union and its representatives shall have the right to use school buildings after the work day for meetings, upon prior approval of principal of the building in which the meeting is planned, not less than three (3) days in advance. In the event such a meeting requires the use of additional custodial services, the Union shall be responsible for the cost of such services.

§2. Bulletin Boards: The Union shall have, in each school building, the reasonable use of bulletin board space accessible to all bargaining unit members. Copies of all materials to be posted shall be furnished to the building principal and the Superintendent or his/her designee prior to posting. The Union shall also have the reasonable use of the interschool mail system. No material derogatory to the District, Board or Administration or of a political nature shall be posted or sent through the interschool mail. District e-mail facilities shall not be used personal business. Email may be used for meeting announcements, contacting new employees, or similar notices.

ARTICLE 32: MEMBERSHIP AND DUES

Section 1: If authorized by an employee, by unrevoked written authorization on file with the Employer, the Employer will deduct from the employee's wages each payday, a sum equal to such employee's initiation fee or dues owe the Union. The Amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

Section 2: The employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll dues deduction should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 3: A check-off shall commence for each employee who signs a properly dated authorization card during the month following the filing of such card with the Employer.

Section 4: The employee's written dues deduction authorization for payroll deductions shall contain the employee's name, social security number (last four digits), department in which employed, work location, Union name, and local number.

Section 5: The union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 33: POLITICAL ACTION COMMITTEE DEDUCTIONS

§1. The District agrees to deduct from the paycheck of Employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The District shall make such deductions only in accordance with the written authorization of respective Employees which shall specify the amount of the bi-weekly deductions. Employees shall be allowed to discontinue such deductions no more than 1 time per calendar year.

§2. The District shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the District and the Union.

§3. The Union shall reimburse the District annually for the District's actual cost for the expenses incurred in administering this Article.

§4. The Union shall indemnify and hold the School District harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 34: LABOR MANAGEMENT COMMITTEE

§1. The Cumberland Valley School District agrees that when necessary there shall be one meeting with the union representatives quarterly. This meeting shall be held for the purpose of resolving employee or management problems.

§2. Special meetings may be called and agreed upon by both the Cumberland Valley School District and the Union.

§3. Labor Management Committee proceedings shall be conducted in accordance with the Meet and Discuss provision of Act 195.

ARTICLE 35: TRAVEL EXPENSES

§1. Travel expenses shall be paid for an Employee's pre-approved use of his/her personal vehicle at the current Internal Revenue Service mileage rate for business expense deductions. This expense shall be paid when an Employee of the Cumberland Valley School District is required or authorized to use his/her personal vehicle for Cumberland Valley School District business. Changes in the mileage rate shall become effective the first day of the month following receipt by the District of notice of the change.

ARTICLE 36: POSTING/VACANCIES

§1. The School District agrees to post all vacancies and/or newly created positions in all classification within the bargaining unit at least seven (7) calendar days or five (5) work days, whichever is longer, prior to employment, with a copy to the Union President. During the period June 15th to August 30th, the Director of Human Resources or designee will notify in writing, the Union President, as to the occurrence of any bargaining unit vacancy on the date such vacancy occurs.

§2. The job posting shall include but not be limited to a) classification, b) hours worked, c) whether full or part-time, d) location of position, e) minimum experience or background desired as determined by the School District.

§3. Employees shall submit a bid via the district's electronic application process to their immediate supervisor and/or to the School District's designee.

§4. For all posted bargaining unit vacancies, all qualified bargaining unit applicants, which shall be determined, by the School District, at its sole discretion, will be granted an interview. If more than one (1) bargaining unit applicant is equal in skill sets then the employee with seniority will be given appropriate consideration. Any applicant interviewed, but not selected, will be advised in writing as to the reason(s). In cases of interschool transfer, Employees with seniority and the necessary qualifications will be given consideration.

§5. Such notification shall be given for new supervisory or school service positions created within the District.

ARTICLE 37: NO STRIKE-NO LOCKOUT AGREEMENT

§1. It is mutually agreed that there shall be no strike, as that term is defined under Act 195 or Act 88, or the engaging in of any activity involving a strike, slow down, willful absence from work or any activity other than the full and proper performance of duties during the life of this Agreement or any renewal or extension hereof, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

§2. Should a strike occur not authorized by the Union, the Union within twenty-four (24) hours following a request by the Employer shall:

- a. publicly disavow such action by the Employees.
- b. advise the Employer in writing that such Employee action has not been authorized or sanctioned by the Union.
- c. to the best of its ability advise Employees that it disapproves of such action and advise them to return to work immediately.

§3. The Employer reserves the right to discipline, suspend, demote or discharge any Employee or Employees who violate the provisions of Section 1 of this Article.

§4. The Employer will not engage in any lockout of bargaining unit Employees during the life of this Agreement.

ARTICLE 38: ENTIRE AGREEMENT

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and economic fringe benefits to be received by the Employees in the bargaining unit are set forth in this Agreement, and the Union will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. Furthermore, past practices existing prior to the signing of this Agreement shall be disregarded unless specifically embodied in this Agreement. The Employer and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This written Agreement constitutes the entire Agreement between parties and supersedes and replaces any and all obligations and agreements, whether written or oral, or expressed or implied between or concerning the parties hereto. Any amendment, modification or addition must be reduced to writing and duly executed by the parties to be effective.

ARTICLE 39: SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE 40: ADVERSE CONDITIONS / DESIGNATED EMPLOYEES

§1. The District will designate which classifications of Employees they consider “designated” during adverse weather events or other unforeseen emergencies.

Designated employees full-time and part-time shall be as follows:

- Custodians I, II & III
- Maintenance Mechanics I, II, III & IV
- Maintenance Technicians – Tradesmen/HVAC
- Facilities Secretary

§2. Designated Employees will be required to work regardless of school delays, early dismissals, or closings. In consideration for this, designated Employees shall be compensated five hundred dollars (\$500) per school year (regardless of the number of days, hours, or events) payable on the last payroll payment of the fiscal year. An employee who begins work after January 1 or works less than fifty percent (50%) of the designated events shall receive a prorated compensation of two hundred dollars and fifty (\$250). Employees, who are required to perform work in excess of forty (40) hours in any calendar week, Sunday through Saturday, shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for any such hours worked.

Food Service I & II Employees who are required to work during unscheduled school delays will be paid a minimum of two (2) hours pay, or the appropriate rate for all actual hours worked, whichever is greater in the event the school day is canceled.

§3. Designated Employees will not be required to work if their reporting to work, or remaining at work, objectively creates a danger or health hazard to the employees or may be in violation of the law due to emergency local circumstances. (i.e. The Governor declares a state of emergency or Bomb threat).

§4. All non-designated Employees will not be required to work during unscheduled school delays or unscheduled early dismissals however they will be paid a full day’s pay at their regular hourly rate multiplied by the regular number of hours they normally work each day in such instances. In the event of an unscheduled school delay or early dismissal --the Superintendent will determine reporting and dismissal times for all non-designated employees. Student delay or dismissal times shall not be the determining factor. The employee must report to work to qualify for payment of the full day and arrive or dismiss within the specified time directed by the superintendent.

§5. Employees who report off due to illness or injury on an adverse weather day may be required to bring in a doctor’s note consistent with the provisions of article 18, section 6.

ARTICLE 41: DISCRIMINATION / EMPLOYEE TREATMENT

§1. Both the District and the Union agree not to discriminate against any Employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, or disability.

ARTICLE 42: MISCELLANEOUS

§1. There shall be an official personnel file for each Employee. The contents of an Employee's personnel file, excluding pre-employment information, will be available for examination by the Employee within a reasonable period of time after the Employee's request.

§2. Annually, the District will provide the required uniforms, in a manner to be determined by the District, for the Security Monitors, Maintenance, Custodial, and the Cafeteria Employees who have successfully completed their probationary period.

- Food Service Employees will be provided shirts and shoes as their required uniform. These employees will also be required to wear black pants that will not be provided by the district.
- Security Monitors will be provided shirts as their required uniform.
- Maintenance Employees will be provided shirts as their required uniform.
- Custodial Employees will be provided shirts as their required uniform.

ARTICLE 43: DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2020 and shall continue in full force and effect through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

CUMBERLAND VALLEY SCHOOL DISTRICT

AFSCME DISTRICT COUNCIL 89 & LOCAL 4013

APPENDIX A: RANGE/POSITIONS/STARTING RATE

Pay Range I	Building Aide	
	July 1, 2020	Starting Rate - \$ 12.55
	July 1, 2021	Starting Rate - \$ 12.80
	July 1, 2022	Starting Rate - \$ 13.05
	July 1, 2023	Starting Rate - \$ 13.30
Pay Range II	Custodian I, Food Service I	
	July 1, 2020	Starting Rate -\$ 13.30
	July 1, 2021	Starting Rate -\$ 13.55
	July 1, 2022	Starting Rate -\$ 13.80
	July 1, 2023	Starting Rate -\$ 14.05
Pay Range III	Swim Aide	
	July 1, 2020	Starting Rate -\$ 14.05
	July 1, 2021	Starting Rate -\$ 14.30
	July 1, 2022	Starting Rate -\$ 14.55
	July 1, 2023	Starting Rate -\$ 14.80
Pay Range IV	Courier, Receptionist, Educational Assistant	
	July 1, 2020	Starting Rate- \$ 14.80
	July 1, 2021	Starting Rate -\$ 15.05
	July 1, 2022	Starting Rate -\$ 15.30
	July 1, 2023	Starting Rate -\$ 15.55
Pay Range V	Maintenance Mechanic I, Building Secretary, Custodian II, Food Service II, Pool Attendant	
	July 1, 2020	Starting Rate -\$ 15.55
	July 1, 2021	Starting Rate -\$ 15.80
	July 1, 2022	Starting Rate -\$ 16.05
	July 1, 2023	Starting Rate -\$ 16.30
Pay Range VI	Maintenance Mechanic II, Principals' Secretary, Warehouseman, Custodian III, Life Skills Paraprofessionals, Security Officer I	
	July 1, 2020	Starting Rate -\$ 16.30
	July 1, 2021	Starting Rate -\$ 16.55
	July 1, 2022	Starting Rate -\$ 16.80
	July 1, 2023	Starting Rate -\$ 17.05
Pay Range VII	Maintenance Mechanic III, Program Secretary, Security Officer II	
	July 1, 2020	Starting Rate -\$ 18.75
	July 1, 2021	Starting Rate -\$ 18.95
	July 1, 2022	Starting Rate -\$ 19.15
	July 1, 2023	Starting Rate -\$ 19.35

Pay Range VIII	Maintenance Mechanic IV, Teacher's Assistant DO/DSF Administrative Secretary, Technology Technician
	July 1, 2020 Starting Rate -\$ 20.25
	July 1, 2021 Starting Rate- \$ 20.45
	July 1, 2022 Starting Rate -\$ 20.65
	July 1, 2023 Starting Rate -\$ 20.85
Pay Range IX	Technology Technician II, Maintenance/HVAC Tradesmen
	July 1, 2020 Starting Rate -\$ 21.75
	July 1, 2021 Starting Rate -\$ 21.95
	July 1, 2022 Starting Rate -\$ 22.15
	July 1, 2023 Starting Rate -\$ 22.35
Pay Range X	Network Technician, HVAC Technician, LPN (Nurses Assistant)
	July 1, 2020 Starting Rate -\$ 23.25
	July 1, 2021 Starting Rate -\$ 23.45
	July 1, 2022 Starting Rate -\$ 23.65
	July 1, 2023 Starting Rate -\$ 23.85

<u>Appendix B</u>					2020-21			July 1, 2020		
Step/Range	1	2	3	4	5	6	7	8	9	10
1	12.55	13.30	14.05	14.80	15.55	16.30	18.75	20.25	21.75	23.25
2	12.80	13.55	14.30	15.05	15.80	16.55	19.25	20.75	22.25	23.75
3	13.05	13.80	14.55	15.30	16.05	16.80	19.75	21.25	22.75	24.25
4	13.30	14.05	14.80	15.55	16.30	17.05	20.25	21.75	23.25	24.75
5	13.55	14.30	15.05	15.80	16.55	17.30	20.75	22.25	23.75	25.25
6	13.80	14.55	15.30	16.05	16.80	17.55	21.25	22.75	24.25	25.75
7	14.05	14.80	15.55	16.30	17.05	17.80	21.75	23.25	24.75	26.25
8	14.30	15.05	15.80	16.55	17.30	18.05	22.25	23.75	25.25	26.75
9	14.55	15.30	16.05	16.80	17.55	18.30	22.75	24.25	25.75	27.25
10	14.80	15.55	16.30	17.05	17.80	18.55	23.25	24.75	26.25	27.75
11	15.05	15.80	16.55	17.30	18.05	18.80	23.75	25.25	26.75	28.25
12	15.30	16.05	16.80	17.55	18.30	19.05	24.25	25.75	27.25	28.75
13	15.55	16.30	17.05	17.80	18.55	19.30	24.75	26.25	27.75	29.25
14	15.80	16.55	17.30	18.05	18.80	19.55	25.25	26.75	28.25	29.75
15	16.05	16.80	17.55	18.30	19.05	19.80	25.75	27.25	28.75	30.25
16	16.30	17.05	17.80	18.55	19.30	20.05	26.25	27.75	29.25	30.75
17	16.55	17.30	18.05	18.80	19.55	20.30	26.75	28.25	29.75	31.25
18	16.80	17.55	18.30	19.05	19.80	20.55	27.25	28.75	30.25	31.75
19	17.05	17.80	18.55	19.30	20.05	20.80	27.75	29.25	30.75	32.25
20	17.30	18.05	18.80	19.55	20.30	21.05	28.25	29.75	31.25	32.75
21	17.55	18.30	19.05	19.80	20.55	21.30	28.75	30.25	31.75	33.25
22	17.80	18.55	19.30	20.05	20.80	21.55	29.25	30.75	32.25	33.75
23	18.05	18.80	19.55	20.30	21.05	21.80	29.75	31.25	32.75	34.25
24	18.30	19.05	19.80	20.55	21.30	22.05	30.25	31.75	33.25	34.75
25	18.55	19.30	20.05	20.80	21.55	22.30	30.75	32.25	33.75	35.25

DO/DSF Administrative Secretary Positions will move to Range 8 but will not receive a step increase for this year only.

Appendix C**2021-22****July 1, 2021**

Step/Range	1	2	3	4	5	6	7	8	9	10
1	12.80	13.55	14.30	15.05	15.80	16.55	18.95	20.45	21.95	23.45
2	13.05	13.80	14.55	15.30	16.05	16.80	19.45	20.95	22.45	23.95
3	13.30	14.05	14.80	15.55	16.30	17.05	19.95	21.45	22.95	24.45
4	13.55	14.30	15.05	15.80	16.55	17.30	20.45	21.95	23.45	24.95
5	13.80	14.55	15.30	16.05	16.80	17.55	20.95	22.45	23.95	25.45
6	14.05	14.80	15.55	16.30	17.05	17.80	21.45	22.95	24.45	25.95
7	14.30	15.05	15.80	16.55	17.30	18.05	21.95	23.45	24.95	26.45
8	14.55	15.30	16.05	16.80	17.55	18.30	22.45	23.95	25.45	26.95
9	14.80	15.55	16.30	17.05	17.80	18.55	22.95	24.45	25.95	27.45
10	15.05	15.80	16.55	17.30	18.05	18.80	23.45	24.95	26.45	27.95
11	15.30	16.05	16.80	17.55	18.30	19.05	23.95	25.45	26.95	28.45
12	15.55	16.30	17.05	17.80	18.55	19.30	24.45	25.95	27.45	28.95
13	15.80	16.55	17.30	18.05	18.80	19.55	24.95	26.45	27.95	29.45
14	16.05	16.80	17.55	18.30	19.05	19.80	25.45	26.95	28.45	29.95
15	16.30	17.05	17.80	18.55	19.30	20.05	25.95	27.45	28.95	30.45
16	16.55	17.30	18.05	18.80	19.55	20.30	26.45	27.95	29.45	30.95
17	16.80	17.55	18.30	19.05	19.80	20.55	26.95	28.45	29.95	31.45
18	17.05	17.80	18.55	19.30	20.05	20.80	27.45	28.95	30.45	31.95
19	17.30	18.05	18.80	19.55	20.30	21.05	27.95	29.45	30.95	32.45
20	17.55	18.30	19.05	19.80	20.55	21.30	28.45	29.95	31.45	32.95
21	17.80	18.55	19.30	20.05	20.80	21.55	28.95	30.45	31.95	33.45
22	18.05	18.80	19.55	20.30	21.05	21.80	29.45	30.95	32.45	33.95
23	18.30	19.05	19.80	20.55	21.30	22.05	29.95	31.45	32.95	34.45
24	18.55	19.30	20.05	20.80	21.55	22.30	30.45	31.95	33.45	34.95
25	18.80	19.55	20.30	21.05	21.80	22.55	30.95	32.45	33.95	35.45

Appendix D**July 1, 2022****2022-23**

Step/Range	1	2	3	4	5	6	7	8	9	10
1	13.05	13.80	14.55	15.30	16.05	16.80	19.15	20.65	22.15	23.65
2	13.30	14.05	14.80	15.55	16.30	17.05	19.65	21.15	22.65	24.15
3	13.55	14.30	15.05	15.80	16.55	17.30	20.15	21.65	23.15	24.65
4	13.80	14.55	15.30	16.05	16.80	17.55	20.65	22.15	23.65	25.15
5	14.05	14.80	15.55	16.30	17.05	17.80	21.15	22.65	24.15	25.65
6	14.30	15.05	15.80	16.55	17.30	18.05	21.65	23.15	24.65	26.15
7	14.55	15.30	16.05	16.80	17.55	18.30	22.15	23.65	25.15	26.65
8	14.80	15.55	16.30	17.05	17.80	18.55	22.65	24.15	25.65	27.15
9	15.05	15.80	16.55	17.30	18.05	18.80	23.15	24.65	26.15	27.65
10	15.30	16.05	16.80	17.55	18.30	19.05	23.65	25.15	26.65	28.15
11	15.55	16.30	17.05	17.80	18.55	19.30	24.15	25.65	27.15	28.65
12	15.80	16.55	17.30	18.05	18.80	19.55	24.65	26.15	27.65	29.15
13	16.05	16.80	17.55	18.30	19.05	19.80	25.15	26.65	28.15	29.65
14	16.30	17.05	17.80	18.55	19.30	20.05	25.65	27.15	28.65	30.15
15	16.55	17.30	18.05	18.80	19.55	20.30	26.15	27.65	29.15	30.65
16	16.80	17.55	18.30	19.05	19.80	20.55	26.65	28.15	29.65	31.15
17	17.05	17.80	18.55	19.30	20.05	20.80	27.15	28.65	30.15	31.65
18	17.30	18.05	18.80	19.55	20.30	21.05	27.65	29.15	30.65	32.15
19	17.55	18.30	19.05	19.80	20.55	21.30	28.15	29.65	31.15	32.65
20	17.80	18.55	19.30	20.05	20.80	21.55	28.65	30.15	31.65	33.15
21	18.05	18.80	19.55	20.30	21.05	21.80	29.15	30.65	32.15	33.65
22	18.30	19.05	19.80	20.55	21.30	22.05	29.65	31.15	32.65	34.15
23	18.55	19.30	20.05	20.80	21.55	22.30	30.15	31.65	33.15	34.65
24	18.80	19.55	20.30	21.05	21.80	22.55	30.65	32.15	33.65	35.15
25	19.05	19.80	20.55	21.30	22.05	22.80	31.15	32.65	34.15	35.65

Appendix E**2023-24****July 1, 2023**

Step/Range	1	2	3	4	5	6	7	8	9	10
1	13.30	14.05	14.80	15.55	16.30	17.05	19.35	20.85	22.35	23.85
2	13.55	14.30	15.05	15.80	16.55	17.30	19.85	21.35	22.85	24.35
3	13.80	14.55	15.30	16.05	16.80	17.55	20.35	21.85	23.35	24.85
4	14.05	14.80	15.55	16.30	17.05	17.80	20.85	22.35	23.85	25.35
5	14.30	15.05	15.80	16.55	17.30	18.05	21.35	22.85	24.35	25.85
6	14.55	15.30	16.05	16.80	17.55	18.30	21.85	23.35	24.85	26.35
7	14.80	15.55	16.30	17.05	17.80	18.55	22.35	23.85	25.35	26.85
8	15.05	15.80	16.55	17.30	18.05	18.80	22.85	24.35	25.85	27.35
9	15.30	16.05	16.80	17.55	18.30	19.05	23.35	24.85	26.35	27.85
10	15.55	16.30	17.05	17.80	18.55	19.30	23.85	25.35	26.85	28.35
11	15.80	16.55	17.30	18.05	18.80	19.55	24.35	25.85	27.35	28.85
12	16.05	16.80	17.55	18.30	19.05	19.80	24.85	26.35	27.85	29.35
13	16.30	17.05	17.80	18.55	19.30	20.05	25.35	26.85	28.35	29.85
14	16.55	17.30	18.05	18.80	19.55	20.30	25.85	27.35	28.85	30.35
15	16.80	17.55	18.30	19.05	19.80	20.55	26.35	27.85	29.35	30.85
16	17.05	17.80	18.55	19.30	20.05	20.80	26.85	28.35	29.85	31.35
17	17.30	18.05	18.80	19.55	20.30	21.05	27.35	28.85	30.35	31.85
18	17.55	18.30	19.05	19.80	20.55	21.30	27.85	29.35	30.85	32.35
19	17.80	18.55	19.30	20.05	20.80	21.55	28.35	29.85	31.35	32.85
20	18.05	18.80	19.55	20.30	21.05	21.80	28.85	30.35	31.85	33.35
21	18.30	19.05	19.80	20.55	21.30	22.05	29.35	30.85	32.35	33.85
22	18.55	19.30	20.05	20.80	21.55	22.30	29.85	31.35	32.85	34.35
23	18.80	19.55	20.30	21.05	21.80	22.55	30.35	31.85	33.35	34.85
24	19.05	19.80	20.55	21.30	22.05	22.80	30.85	32.35	33.85	35.35
25	19.30	20.05	20.80	21.55	22.30	23.05	31.35	32.85	34.35	35.85

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") made this 23rd day of JUNE, 2020, by and between the **Cumberland Valley School District** ("District") and the **American Federation of State, County and Municipal Employees, ALF-CIO District 89, Local 4013** ("Association").

Background:

Whereas, District and Association have entered into a Collective Bargaining Agreement dated June 23, 2020, setting forth the terms and conditions of employment for District employees who are members of Association's collective bargaining unit ("Employees") for a four (4) year term beginning July 1, 2020, and ending June 30, 2024 ("Agreement"); and

Whereas, Article 8 of the Agreement establishes the basis by which wages are to be calculated and paid to Employees during each fiscal year during the term of the Agreement; and

Whereas, on March 6, 2020, Governor Tom Wolf issued a Proclamation of Disaster Emergency in response to the COVID-19 pandemic and thereafter for public health reasons issued a series of orders closing most non-life-sustaining businesses and significantly curtailing economic activity within the Commonwealth of Pennsylvania, resulting in historic unemployment levels; and

Whereas, District anticipates that the COVID-19 pandemic, and the state and federal responses thereto, may detrimentally impact the District's budget in fiscal years 2020-21 and beyond, in terms of realizing reduced earned income tax, real estate tax, and realty transfer tax revenues; and

Whereas, District anticipates asking both the Association and the Cumberland Valley Education Association ("Teachers Union") for a wage freeze for the 2021-22 fiscal year as a result of the impact the COVID-19 pandemic will have on the local economy; and

Whereas, subject to the terms and conditions set forth herein, the Association agrees to a wage freeze for the 2021-22 fiscal year, provided the Teachers Union agrees to a wage freeze for the same period and under similar terms and conditions.

Now, therefore, it is agreed by and between the District and the Association as follows:

1. Provided CVEA agrees to a wage freeze for the 2021-22 fiscal year, Association agrees to a wage freeze for the 2021-22 fiscal year beginning July 1, 2021, and ending June 30, 2022, under the same terms and conditions as agreed upon by CVEA with respect to step movement and pay scale movement in the 2021-22 fiscal year. Without limitation, the wage freeze for the 2021-22 fiscal year may include maintaining Employees at the same pay step and/or pay scale utilized during the 2020-21 fiscal year. By way of example, if CVEA agrees to a wage freeze for the 2021-22 fiscal year which maintains its members at the same pay step and pay scale as utilized during the 2020-21 fiscal year, the District and the Association shall implement the same terms with respect to a wage freeze for Employees during the 2021-22 fiscal year, maintaining Employees and the same pay step and pay scale as utilized during the 2020-21 fiscal year.

2. Effective July 1, 2022, Employees shall move up one pay step and onto the next pay scale from those used for any wage freeze during the 2021-22 fiscal year. If during the 2021-22 fiscal year Employees wages are frozen at the 2020-21 pay scale set forth in Appendix B of the Agreement, then for the 2022-23 fiscal year Employees shall move to the pay scale set forth in Exhibit A (being Appendix C of the Agreement), attached hereto, and for the 2023-24 fiscal year to the pay scale set forth in Exhibit B (being Appendix D of the Agreement), also attached hereto.
3. The provisions set forth above in Paragraphs 1 through 2 shall be effective and binding upon Association only if the Teachers Union agrees to a wage freeze during the 2021-22 fiscal year. If the Teachers Union does not agree to a wage freeze, the terms and conditions set forth in the Memorandum shall be null and void.
4. This Memorandum is non-precedent setting.

IN WITNESS WHEREOF, the parties have caused the execution hereof by their authorized officers.

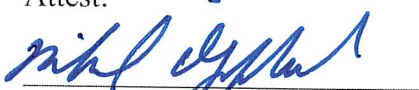
DISTRICT:

CUMBERLAND VALLEY SCHOOL DISTRICT

By: _____

David S. Christopher, Ed.D., Superintendent

Attest:


Secretary

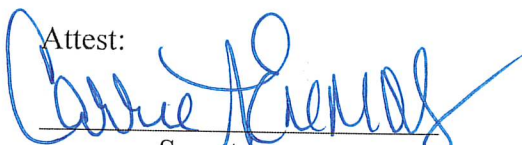
ASSOCIATION:

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
DISTRICT 89, LOCAL 4013

By: _____

President

Attest:


Secretary

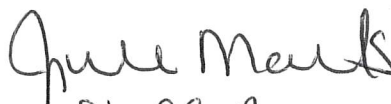

Staff Rep.

EXHIBIT A

ALTERNATIVE 2022-23 FISCAL YEAR PAY SCALE

Step/Range	1	2	3	4	5	6	7	8	9	10
1	12.80	13.55	14.30	15.05	15.80	16.55	18.95	20.45	21.95	23.45
2	13.05	13.80	14.55	15.30	16.05	16.80	19.45	20.95	22.45	23.95
3	13.30	14.05	14.80	15.55	16.30	17.05	19.95	21.45	22.95	24.45
4	13.55	14.30	15.05	15.80	16.55	17.30	20.45	21.95	23.45	24.95
5	13.80	14.55	15.30	16.05	16.80	17.55	20.95	22.45	23.95	25.45
6	14.05	14.80	15.55	16.30	17.05	17.80	21.45	22.95	24.45	25.95
7	14.30	15.05	15.80	16.55	17.30	18.05	21.95	23.45	24.95	26.45
8	14.55	15.30	16.05	16.80	17.55	18.30	22.45	23.95	25.45	26.95
9	14.80	15.55	16.30	17.05	17.80	18.55	22.95	24.45	25.95	27.45
10	15.05	15.80	16.55	17.30	18.05	18.80	23.45	24.95	26.45	27.95
11	15.30	16.05	16.80	17.55	18.30	19.05	23.95	25.45	26.95	28.45
12	15.55	16.30	17.05	17.80	18.55	19.30	24.45	25.95	27.45	28.95
13	15.80	16.55	17.30	18.05	18.80	19.55	24.95	26.45	27.95	29.45
14	16.05	16.80	17.55	18.30	19.05	19.80	25.45	26.95	28.45	29.95
15	16.30	17.05	17.80	18.55	19.30	20.05	25.95	27.45	28.95	30.45
16	16.55	17.30	18.05	18.80	19.55	20.30	26.45	27.95	29.45	30.95
17	16.80	17.55	18.30	19.05	19.80	20.55	26.95	28.45	29.95	31.45
18	17.05	17.80	18.55	19.30	20.05	20.80	27.45	28.95	30.45	31.95
19	17.30	18.05	18.80	19.55	20.30	21.05	27.95	29.45	30.95	32.45
20	17.55	18.30	19.05	19.80	20.55	21.30	28.45	29.95	31.45	32.95
21	17.80	18.55	19.30	20.05	20.80	21.55	28.95	30.45	31.95	33.45
22	18.05	18.80	19.55	20.30	21.05	21.80	29.45	30.95	32.45	33.95
23	18.30	19.05	19.80	20.55	21.30	22.05	29.95	31.45	32.95	34.45
24	18.55	19.30	20.05	20.80	21.55	22.30	30.45	31.95	33.45	34.95
25	18.80	19.55	20.30	21.05	21.80	22.55	30.95	32.45	33.95	35.45

(applicable only if 2020-21 fiscal year pay scale used during 2021-22 fiscal year)

EXHIBIT B**ALTERNATIVE 2023-24 FISCAL YEAR PAY SCALE**

Step/Range	1	2	3	4	5	6	7	8	9	10
1	13.05	13.80	14.55	15.30	16.05	16.80	19.15	20.65	22.15	23.65
2	13.30	14.05	14.80	15.55	16.30	17.05	19.65	21.15	22.65	24.15
3	13.55	14.30	15.05	15.80	16.55	17.30	20.15	21.65	23.15	24.65
4	13.80	14.55	15.30	16.05	16.80	17.55	20.65	22.15	23.65	25.15
5	14.05	14.80	15.55	16.30	17.05	17.80	21.15	22.65	24.15	25.65
6	14.30	15.05	15.80	16.55	17.30	18.05	21.65	23.15	24.65	26.15
7	14.55	15.30	16.05	16.80	17.55	18.30	22.15	23.65	25.15	26.65
8	14.80	15.55	16.30	17.05	17.80	18.55	22.65	24.15	25.65	27.15
9	15.05	15.80	16.55	17.30	18.05	18.80	23.15	24.65	26.15	27.65
10	15.30	16.05	16.80	17.55	18.30	19.05	23.65	25.15	26.65	28.15
11	15.55	16.30	17.05	17.80	18.55	19.30	24.15	25.65	27.15	28.65
12	15.80	16.55	17.30	18.05	18.80	19.55	24.65	26.15	27.65	29.15
13	16.05	16.80	17.55	18.30	19.05	19.80	25.15	26.65	28.15	29.65
14	16.30	17.05	17.80	18.55	19.30	20.05	25.65	27.15	28.65	30.15
15	16.55	17.30	18.05	18.80	19.55	20.30	26.15	27.65	29.15	30.65
16	16.80	17.55	18.30	19.05	19.80	20.55	26.65	28.15	29.65	31.15
17	17.05	17.80	18.55	19.30	20.05	20.80	27.15	28.65	30.15	31.65
18	17.30	18.05	18.80	19.55	20.30	21.05	27.65	29.15	30.65	32.15
19	17.55	18.30	19.05	19.80	20.55	21.30	28.15	29.65	31.15	32.65
20	17.80	18.55	19.30	20.05	20.80	21.55	28.65	30.15	31.65	33.15
21	18.05	18.80	19.55	20.30	21.05	21.80	29.15	30.65	32.15	33.65
22	18.30	19.05	19.80	20.55	21.30	22.05	29.65	31.15	32.65	34.15
23	18.55	19.30	20.05	20.80	21.55	22.30	30.15	31.65	33.15	34.65
24	18.80	19.55	20.30	21.05	21.80	22.55	30.65	32.15	33.65	35.15
25	19.05	19.80	20.55	21.30	22.05	22.80	31.15	32.65	34.15	35.65

(applicable only if 2020-21 fiscal year pay scale used during 2021-22 fiscal year)