SOUTHMORELAND SCHOOL DISTRICT

CONFIDENTIAL ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT AND SCHOOL BOARD / HR SPECIALIST CONTRACT 2023-2026 "HIGH QUALITY LEARNING FOR

ALL"

www.southmoreland.net 2351 Route 981, Alverton, PA 15612



# SOUTHMORELAND SCHOOL DISTRICT AGREEMENT FOR CONFIDENTIAL ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT/SCHOOL BOARD/HR SPECIALIST JULY 1, 2023 - JUNE 30, 2026

# DOCUMENT DATED 4/13/2023

# I. Understanding

The term of this understanding will commence on July 1, 2023 and continue in full force and effect until June 30, 2026.

# II. Hours of Employment

# A. Weeks-Days-Times

Full-time employment is based on a five-day (5) week, eight-hour (8) day, with one (1) hour for lunch, (i.e. 8:00 am to 4:00 pm includes one (1) hour lunch.) There will be a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. Start/end times may be altered by the employer without altering the actual length of hours worked.

#### B. Year

Twelve-month (12) administrative assistants shall work two-hundred and sixty (260) days; less personal, emergency, sick, holiday, and vacation days.

#### C. Summer Hours

During that period of the calendar year traditionally known as "Summer Vacation" – i.e. from the day after the last required day of the school calendar up to and including the day before the first day of the following school calendar, the hours of a full work day shall be reduced by one (1) hour per day, except on those occasional events wherein a job of work must be finished within a specified time limit, and where this summer hour reduction would interfere with the completion of said job.

#### **D. School Closures and Cancellations**

Twelve-month (12) administrative assistants will work virtually when schools are closed for flexible remote learning days *unless the group as a whole is otherwise instructed by Superintendent.* Upon a 2 Hour delay, employees will report 2 hours later than their normal time.

#### E. Declared Emergency Day

A declaration of state or national emergency, with said emergency mandating the closure of government institutions, will excuse all administrative assistants from reporting, without financial penalty and without requiring the administrative assistants to utilize a leave day.

# III. Benefits

#### A. Time Off

#### 1. Holidays

Holidays shall include: the same Spring Recess as the teaching staff (including Good Friday and either the Thursday preceding or the Monday following - unless the employee utilizes days which offset the designated Snow Make-Up Days, via Section I.A.4.a); School Picnic; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day, Day After Thanksgiving, Monday after Thanksgiving, the same Winter Recess as the teaching staff (including Christmas Day and the day preceding and the day following, and including New Year's Day.) Any holiday throughout the school year where teachers are not required to work, the administrative assistants will also be entitled to that day.

#### 2. Sick Days

#### a) Days Provided

Twelve-month administrative assistants will receive twelve (12) sick days per year, to be used for their personal medical needs or needs of family, for the duration of this agreement. If more than three (3) sick days are taking in a row, a Medical excuse will need to be submitted to their direct supervisor.

#### b) Earned Leave

Sick leave shall be earned by the employee at a rate of one (1) day per month for each month worked. One (1) of the

twelve (12) sick days enumerated above may be used as a fourth personal leave day or emergency snow day (if FID expires).

#### 3. Personal Days

#### a) Days Provided

Three (3) personal leave days per year, non-cumulative, shall be provided for all members of the administrative assistant staff to be used at the discretion of the employee.

#### b) Notification

The direct supervisor shall be notified by the employee at least forty-eight (48) hours in advance of the date requested for a personal day, when possible. The direct supervisor may, at his/her discretion, waive this requirement.

#### c) Roll-over to Sick Days

Each day of unused personal leave shall be added to the employee's sick leave the following year.

#### 4. Vacation Days

#### a) Scheduling

Vacation time must be scheduled through the employee's supervisor.

# b) Vacation Rollover

A maximum of 10 vacation days may be rolled over from year to year with a maximum of 30 days may be used in one school year.

# c) Limitations

The following limitations shall apply to twelve-month administrative assistants employed from:

- One (1) month to completion of five (5) years: fifteen (15) days Prorated based upon start date;
- Add one (1) vacation day per year during years six (6) through year ten (10) in the following manner:
  - Year 6: 16 days
  - Year 7: 17 days
  - Year 8: 18 days

Year 9: 19 days
 Year 10: 20 days

#### 5. Bereavement Leave

- a) Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction of salary for said employee for an absence not in excess of five (5) consecutive business days, beginning on the calendar day after the day of passing and one of which must be the day of interment or cremation. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, daughter-in-law, son-in-law, grandchild, step-parent(s) and step children or near relative who resides in the same household, or any person with whom the employee has made his/her home. The Board may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant.
- b) Up to three (3) consecutive business days at one (1) time shall be granted to an employee in the event of the death of a grandparent. The Board may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant.
- c) Whenever an employee is absent because of the death of a near relative of the employee or his/her spouse, there shall be no deduction in salary of said employee for an absence not in excess of one (1) business day. The Board may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant. The definition of near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

#### 6. Emergency Leave

An employee shall be granted one (1) emergency day per year. Upon returning to his/her position, the employee shall submit in writing, to the direct supervisor, the reason for his/her absence. Unused Emergency Leave Days shall roll over to Sick Leave.

#### 7. Legal Leave

a) Jury Duty and School-Related Business

Employees called for Jury Duty or subpoenaed by the Court for school-related business, shall be granted leave. An employee who is summoned to court on school-related business would have the option of receiving assistance from the board solicitor. An employee shall be paid the difference between his/her per-diem salary and the amount received by her/him for such duty. The employee shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave.

#### b) Additional Subpoena Reasons

Additionally, employees subpoenaed to Court for reasons other than those stated above in II.F.1. and who have received prior approval from the Superintendent, shall receive approved leave without pay.

# 8. Maternity Leave

a) Use of Sick Leave

Employees may use accumulated sick leave while disabled during pregnancy. All fringe benefits shall apply during the period of such disability at no cost to the employee.

#### b) Termination of Leave

In cases where a pregnancy should terminate by medical complications, the employee requesting leave retains the right to terminate the leave with thirty (30) days notice to the employer.

# 9. Family and Medical Leave

# a) Job Protection

Under the Family and Medical Leave Act of 1993, the employee shall be provide up to twelve (12) weeks of unpaid job protection for the purpose of rearing children recently born or adopted; for the care of a seriously ill spouse, child, or parent; or for a serious health condition that renders the employee unable to perform the job responsibilities.

# b) Health Benefits

For the duration of the twelve weeks covered under the Family and Medical Leave the employee's health benefits shall continue at the expense of the employer.

#### c) Unforeseeable Leave

When the request for such leave is unforeseeable, the employee shall provide the Superintendent with as much notice as possible.

#### d) Extension of Leave

The twelve (12) week unpaid leave may be extended to, but not in excess of, one year. The employee shall provide the Superintendent with a minimum of thirty (30) days notice at the beginning of said leave and a minimum of 30 days notice at the end of such leave, in the event of a foreseeable leave of absence. During such an extension, no salary shall be paid to the employee. The employee shall be entitled to continue insurance benefits at his/her own expense by remittance of the specified amount to the administration office.

#### e) Resumption of Position

The employee shall be entitled to resume her former position if it exists and is available or a substantially equivalent position if one exists and is available and shall enjoy all rights and privileges to which the employee was entitled at the commencement of such leave.

#### f) Additional Unpaid Leave

In the event of an extended leave of absence due to a single catastrophic accident or illness to the employee, and said employee has used all accumulated sick leave on or after the first day of work in the fiscal year, but prior to January 1, the employee shall be placed on uncompensated sick leave through the following June 30. Requests for an additional unpaid leave of absence will be submitted to the Board of School Directors. The decision whether to grant additional unpaid leave of absence by the Board is final and binding.

If employee has used all accumulated sick leave on or after January 1 but prior to June 30, the employee shall be placed on unpaid sick leave until the following January 1; the Board of School Directors on an individual basis shall approve all further requests for extension of unpaid leave of absence.

- 1. Hospitalization
  - a) Hospitalization shall be provided as a PPO-Blue Plan –
    "Option G" as offered by the Westmoreland Intermediate Unit Rate Stabilization Consortium for Health Insurance.
     Westmoreland County Public School Health Care Consortium.
  - **b)** An employee's contribution toward the monthly premium shall be based on the following rates throughout the length of the understanding:

2023-2024 9% of premium 2024-2025 9.5% of premium 2025-2026 10% of premium

- c) Should an option that is equal to or better than the plan and options listed here be offered to the faculty, said plan and options will be made available to the administrative assistants.
- d) The Board shall provide the opportunity for the employee who retires and is not eligible for the retirement allowance to remain in the Group's Plan for the insurance named in II.C.1.a. as provided by law. The retired employee shall pay his/her own premium.

#### 2. Waiver of Hospitalization

- a) An employee whose spouse also works in the school district and who is covered by a spouse's hospitalization plan may elect to accept \$1500 per year in lieu of coverage. An employee whose spouse works outside the school district and who is covered by a spouse's hospitalization plan may elect to accept \$2000 per year in lieu of coverage.
- b) The waiver shall be for one year unless an employee loses insurance coverage under the spouse's plan, whereby he/she may be returned to the district program

#### 3. Life Insurance

The employer shall provide Group Term Life Insurance Policy for all employees in the amount \$45,000 for each year of this agreement (subject to Insurance Underwriter's approval.)

#### 4. Dental Insurance

The District shall provide, at no cost to the administrative assistant, dental insurance equivalent to coverage provided in the 2021-2022 fiscal year. Full coverage in accordance with the terms of the dental plan stated above will be provided for the individual employee and family as appropriate (subject to Underwriter's approval.) The term "equivalent" shall mean equal to or better than coverage provided by PSEA Health and Welfare Fund.

#### 5. Vision Insurance

The District shall provide at no cost to the administrative assistant Family Vision Care coverage equivalent to coverage provided during the 2021-2022 fiscal year. The term "equivalent" shall mean equal to or better than coverage provided by the PSEA Health and Welfare Fund.

\*The employer reserves the right to change insurance carriers for coverage provided the benefits are equal to those currently provided in this Understanding.

#### C. Travel Pay

Any member of the administrative assistant staff who must travel during the course of his/her duties, which includes the distance between assigned buildings, shall be reimbursed at the rate allowable by the Internal Revenue Service.

#### D. Tuition Reimbursement

Tuition will be reimbursed for up to 12 credits per fiscal year at a rate of up to \$200.00, with a lifetime maximum of 36 credits. The administrative assistant must have prior approval of the Superintendent and the Board of Directors for any courses to be taken. Courses must be applicable to the area of responsibility. The administrative assistant must receive a grade of "C" or better in the course(s) taken and must provide a receipt from the college or university at which the course(s) was taken, as means of verifying cost per credit in order to receive reimbursement.

All administrative assistants must submit a request for approval (in writing) to the Superintendent and Board of Directors by December 31 of his or her intention to request credit reimbursement for the forthcoming fiscal year. The administrative assistant must notify (in writing) the Superintendent and Board of Directors once he or she has a start date for their program. If circumstances change and the administrative assistant does not plan to start a program during that fiscal year they must also notify (in writing) the Superintendent and Board of Directors.

Unless approved by the Superintendent and Board of Directors in advance, credit will not be reimbursed if classes or coursework is taken during the regular school day.

If the employee fails to maintain employment with the district for the periods of time immediately following the day on which the district paid for the credit set forth below, the employee shall reimburse the district or have deducted from any remuneration, including accumulated wages or other monies still due, as follows:

- **1.** If within twenty-four (24) months; 100 percent of the amount paid by the district,
- **2.** If more than twenty-four (24) and up to thirty-six (36) months: then 50 percent of the amount paid by the district, and
- **3.** If more than thirty-six (36) months, then no reimbursement is due.

# E. Retirement Allowance

# 1. Additional Compensation

Any administrative assistant who retires while an employee of Southmoreland School District shall be entitled to receive additional compensation at the time of retirement.

# 2. Sick Day Allowance

An employee who has completed at least fifteen (15) years of service with the Southmoreland School District or twenty-five (25) years of combined service as an office professional employee with another district and Southmoreland School District who retires/resigns while this agreement is in effect shall receive the following into a nonelective 403(b) account of the District's choosing:

# Sixty five dollars (\$65) for each unused sick day, up to a maximum of one hundred and eighty-five (185) sick days.

Upon the death of a retiree, said payment shall be made to his/her beneficiary or estate.

# 3. Retirement Benefits -Early Retirement Incentive Plan

If the SEA is offered an Early Retirement Incentive Plan, members of this

group will also be offered the plan. There is no minimum number of retirees required to qualify for incentive and members of this agreement do not count toward the SEA requirements.

# IV. Rights of Employees

# A. Personnel File

# 1. Review or Copy

An employee may request to review the contents of their personnel file. The employee may request a copy of any material in said file at his/her own expense.

# 2. Response to Negative Material

No material of a negative nature regarding an employee's conduct, services, character, or personality shall be placed in the administrative assistant's personnel file unless he/she has had the opportunity to review said material and respond in writing. A copy of this response shall be attached to the original material.

#### B. Procedure for Resolving Differences

When an administrative assistant feels that an action involving them has been taken, and that said action is not in the spirit and intent of this understanding, nor of longstanding practice within the district, an administrative assistant may resort to the following procedure:

#### 1. Superintendent

If the administrative assistant feels that the difference requires discussion, they may apply to the Superintendent within ten (10) calendar days of the incident. The Superintendent shall respond within ten (10) calendar days of this request. Either party may request both the initial contact and response in writing.

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# 2. Board of Education

If the action above fails to resolve the difference to the satisfaction of the affected parties, they may within fifteen (15) calendar days submit the matter in writing to the Southmoreland Board of Education. The Board shall respond, in writing, within thirty (30) days of notice. The decision of the Board in such an event shall be considered final.

# C. Performance Reviews

Performance reviews may be done on an annual basis.

# V. Salary

The salary of the Confidential Administrative Assistant to the Superintendent/School Board/HR Specialist shall be established by the Board at \$55,000.00 for the 2023-2024 school year.

<u>Annual Increases:</u> 2024-25: 1.6% Increase 2025-26: 1.6% Increase

# VI. Effective Date and Signatures

This understanding is made and entered into this 13<sup>th</sup> of April, 2023, by and between the Southmoreland School District and the Confidential Administrative Assistant the Superintendent/School Board/HR Specialist.

ATTEST:

SOUTHMORELAND SCHOOL DISTRICT

Secretary	President
Date:	Date:
WITNESS:	DR. JASON BOONE
Date:	Date: