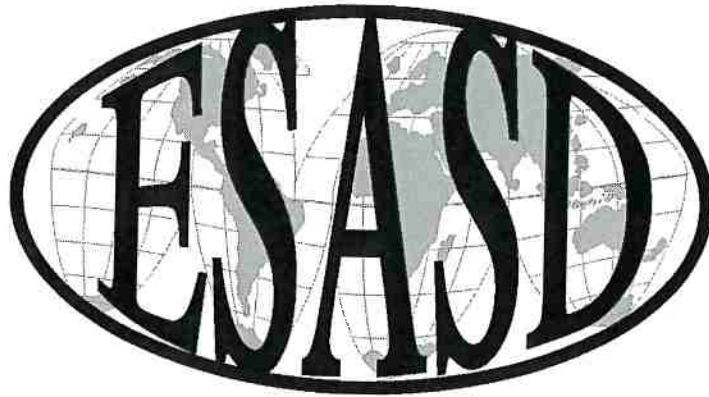


**East Stroudsburg Area School District**  
**East Stroudsburg, PA 18301**



**CROSSING GUARDS**

**COMPENSATION  
PLAN**

**for**

**2019-2020 through 2022-2023**

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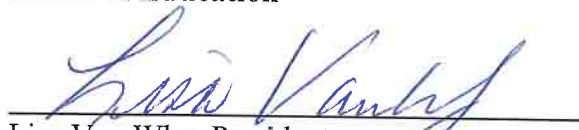
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**Adoption**

To comply with Pennsylvania law and to provide for a management team philosophy, the Board of Education of the East Stroudsburg Area School District, hereinafter referred to as the "Board" after Meeting and Discussing with Crossing Guards, hereinafter referred to as the "employee", adopts the following Compensation Plan for 2019-2020 through 2022-2023.

Approved by the East Stroudsburg Area School District Board of Education at its regularly scheduled meeting of June 24, 2019.

**East Stroudsburg Area School District  
Board of Education**

  
\_\_\_\_\_  
Lisa Van Why, President

  
\_\_\_\_\_  
Patricia Rosado, Secretary

## **TERM OF PLAN**

From July 1, 2019 until midnight, June 30, 2023 with salaries and benefits established by the Board of Education as set forth herein.

If a new Compensation Plan for any fiscal year beyond this Plan has not been developed and approved prior to the end of this Plan, all salaries and fringe benefits will continue in force without reduction or loss of coverage until such time as a new Compensation Plan is developed and approved.

Any references to “salary”, “benefits”, “year”, “annual work year” or the like, and any calculations to be made in connection therewith, are to be based upon the District’s fiscal year which begins July 1 and ends June 30.

## **DEFINITIONS**

For the purpose of this Plan, regular full-time employees shall be defined as employees regularly scheduled to work the minimum of five (5) hours or more per day, five (5) days per week on a regularly scheduled basis, or the equivalent of a minimum of twenty-five (25) hours per week.

## **WAGES AND HOURS**

1. For the purpose of calculating accrued leave time, which shall include but not be limited to sick, personal and vacation leave, accrual and use shall be calculated on hours earned and hours used based upon an employee's primary assignment.
2. Employees covered by this Plan shall be eligible for increases in salary according to the following conditions:
  - a. Effective July 1, 2019, employees’ salaries will be increased by three percent (3%), over those established in the 2018-2019 fiscal year.
  - b. Effective July 1, 2020, employees’ salaries will be increased by three percent (3%), over those established in the 2019-2020 fiscal year.

- c. Effective July 1, 2021, employees' salaries will be increased by three percent (3%), over those established in the 2020-2021 fiscal year.
  - d. Effective July 1, 2022, employees' salaries will be increased by three percent (3%), over those established in the 2021-2022 fiscal year.
- 3. Newly hired employees' initial hiring-in salary in each year of the Plan is on as Schedule "A".
  - a. The District may extend the probation period based on a less than satisfactory job performance appraisal.
- 4. The regular workday shall be a minimum of a five (5) hour day exclusive of one, half (1/2) hour lunch. Normal hours will be pursuant to the needs of the District. Administration reserves the right to modify these shifts when it is in the best interest of the District.
- 5. The regular workweek shall be a minimum of (25) hours, consisting of five (5) days per week, and shall be based on their assigned building schedule.
- 6. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek.
- 7. Employees shall be ten (10) month employees and will be scheduled the number of days students are in session in the employee's assigned building, plus up to four (4) additional days as determined by the Chief of School Police or his/her designee.
- 8. Employees shall not work and will not be paid for District authorized severe weather/emergency school cancellations or winter and spring recess. Employees shall not work and will not be paid for Act 80 days or in-service days, unless students are in attendance, or with prior approval from the Chief of School Police or his/her designee.

### **SAFETY CLOTHING**

Employees shall be required to wear safety clothing provided by the District. All District issued safety clothing shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. Safety clothing will only be worn during work hours.

### **TIME SHEETS**

Employees shall complete District provided time sheets for their daily work assignments and return them to the Chief of Police at the end of the pay period.

### **DIRECT DEPOSIT**

All employees will receive their pay by direct deposit.

### **HOLIDAYS**

The recognized paid Holidays for full-time employees are as follows:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
*Friday after Thanksgiving Day	*Martin Luther King Jr. Day
*Monday after Thanksgiving Day	*Presidents' Day
Workday before Christmas Day	*Good Friday
Christmas Day	Memorial Day

\* An alternate day will be provided by the District if students are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

To be eligible for Holiday compensation, an employee must work or be on District approved personal, sick or vacation leave, the workday prior to and the workday immediately following the Holiday.



## **VACATIONS**

1. Vacation with pay for employees covered by this Plan shall be computed on the basis of the number of hours regularly worked per day by the given employee. One (1) day of vacation will be added to the individual's total allotment at the end of each full fiscal year. Employees who accumulate more than ten (10) unpaid workdays in any fiscal year will not be awarded one (1) day of vacation for that given year. Maximum amount of vacation to be awarded any individual in any given year is fifteen (15) days based on years of service to the District. Vacation must be taken when school is not in session.
2. In the event of voluntary resignation, employees covered by this Plan will receive any accrued vacation pay to which they are otherwise entitled. No vacation pay shall be required to be paid if an employee is terminated.
3. Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not accumulate from year to year. Up to five (5) vacation days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.
4. Human Resources may distribute vacation forms and calendars to each employee.
5. Employees may take vacation in quarter hour increments.

## **PERSONAL LEAVE**

1. Employees will be granted up to three (3) days of personal leave of absence with reasons unnecessary. The employee must give reasonable time and follow District procedures to request personal leave. During the first year of employment, employees will be granted one (1) personal leave day for each four (4) full months completed.
2. Employees will carry over to the following fiscal year, a maximum of two (2) unused personal leave days. Any remaining unused personal leave days will be added to the employee's sick leave accumulation in the following fiscal year.

3. Personal leave will not be granted on the first or last student day of a school year nor will it be granted if it extends a regularly scheduled Holiday (defined in "Holidays"), provided that such personal leave requests may be granted at the discretion of the Chief of Police or his/her designee. Personal leave will not be granted on days designated by the Chief of Police as staff development for crossing guards.
4. Employees may take personal leave in quarter hour increments.

### **SICK LEAVE**

1. At the beginning of each new school year, full-time ten (10) month employees covered by this Plan will be credited with ten (10) days of sick leave according to their regular daily hourly assignment. Any unused days of sick leave remaining at the end of a given year, shall be credited as additional days of sick leave for the following year, and shall be cumulative, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.
2. A day of sick leave for employees shall be equal to the number of daily hours normally worked. Employees may take sick leave in quarter hour increments.
3. Any employee covered by this Plan, who begins employment after the start of their normal year, shall be credited with one (1) sick leave day for each full month of work completed.
4. Administration may require employees to furnish a doctor's excuse at the employee's expense, if the employee is absent three or more consecutive days or, in the opinion of the Administration, a pattern of sick leave abuse is indicated.
5. Administration may require an employee to furnish a doctor's excuse at the employee's expense if the employee is absent due to illness the workday prior to, or immediately following a Holiday, as defined in "Holidays", if a pattern of abuse is indicated.
6. All employees are required to give at least a two (2) hour notice when utilizing a sick day. The District shall provide all employees with a procedure for sick day notification. Only one form



of notification will be required. A pattern of failure to provide such notice may provide a basis for disciplinary action.

7. Unused sick leave at retirement, for full-time employees, shall be paid at the following rates:

- a. 2019-2020 \$50.00/day
- b. 2020-2021 \$50.00/day
- c. 2021-2022 \$50.00/day
- d. 2022-2023 \$50.00/day

a. This money shall not be construed to apply to final average salaries for purposes of retirement. Only those employees who are eligible for retirement according to PSERS are eligible. Written notice of retirement must be made prior to January 1 of the applicable year. However, the Board may waive this requirement in special cases.

b. No additional sick days may be accumulated for the purposes of retirement reimbursement above 184 days for full-time (10) month employees.

8. Employees absent from work, unless on an approved Family and Medical Leave, who may not use vacation, sick or personal leave, shall, during the period of absence, be charged for the cost of healthcare premiums for the time absent. This charge is in addition to the loss of earnings for that period of time.

### **MILITARY LEAVE**

The provisions of the Pennsylvania School Code and applicable federal and state laws shall be deemed to apply in the case of leaves of absence for military service.

### **BEREAVEMENT LEAVE**

1. Death of a Spouse, Parent, Child: Up to five (5) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan for a husband, wife, mother, father, son, daughter, step-father, step-mother, step-son or step-daughter. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

2. Death of Immediate Family: Up to three (3) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan. Members of the immediate family shall be defined as brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather or near relative who resides in the same household, or any person with whom the employee has made his/her home. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.
3. Death of Near Relative: One (1) day leave of absence will be allowed without loss of pay and benefits by this Plan in the event of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

### **JURY DUTY**

Employees who are required to serve on jury duty or as a witness for the District shall be paid their regular pay and shall surrender to the District any compensation received for such jury duty.

### **CHILDREARING LEAVE**

Childrearing Leave without pay shall be equally available to the natural or adoptive parent of a newborn child, or an infant to the age of forty-eight (48) months, in the event of adoption. Childrearing leave shall be for a maximum period of one (1) calendar year. Whenever possible, written application for leave must be made at least sixty (60) days prior to the proposed effective date of leave. The Board must approve all leaves of absence.

Return to service prior to the originally approved dates requires a written request sixty (60) days before the requested date of return, unless such period is waived, at the discretion of the Administration, in extenuating circumstances.

Payment of premiums for life and health insurance may be made at the employee's expense, or, at the employee's option, by the Board to the same extent that such premium payments are made for current active employees, provided that such benefit payments must be repaid to the District if the employee fails to return to full-time service for a period of at least equal to the length of the unpaid portion of the leave.

Sick leave for disabilities caused, or contributed to by pregnancy, prior to the date of the unpaid childrearing leave, may be utilized on the same basis as sick leave for any other disabilities.

### **FAMILY AND MEDICAL LEAVE**

The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), as amended. Neither the District nor the employee may waive the right to exercise any prerogative or right under the Act.

A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual employee.

### **WORK RELATED INJURIES**

An employee who is absent due to injury on the job incurred in the course of an employee's employment, and who receives worker's compensation payments, shall have the option to continue on the payroll just as if he/she were reporting for his/her regular work assignment, and be paid the difference by the Board between any benefits received under Worker's Compensation and his/her salary. In such case, sick leave will be deducted on a pro rata basis. Alternatively, the employee may elect to utilize sick leave, and return all worker's compensation payments to the District. Sick leave under this option will also be deducted on a pro rata basis. Whenever possible, the injury must be reported to the school nurse or, in the absence of the school nurse, to the immediate supervisor or building administrator within twenty-four (24) hours. Notification can be done in person, via phone, or via email. Failure to do so may result in the claim being delayed or denied. The employee has the duty to obtain treatment for work-related injuries and illnesses, from one or more of the designated healthcare providers, for ninety (90) days from the date of the first visit to a designated provider. A list of such designated healthcare providers will be supplied to each employee.

A employee who has received more than one (1) year of full worker's compensation disability with a physician's statement that the employee cannot perform his/her essential job functions, shall be discharged from his/her employment with the District. Consideration will be given to an employee's request for transfer to an available position the employee is qualified for and can perform the essential job functions.

### **PERSONNEL FILE/CONTENTS AVAILABLE**

No derogatory material will be placed in an employee's file, unless the employee has been given the opportunity to read the same and file an answer. A copy shall be provided to the employee at no cost.

An employee will be afforded the opportunity, upon request, to inspect his/her personnel file in the presence of the Superintendent or his/her designee, except for confidential material such as pre-employment information. The employee may request copies of non-confidential file materials at his/her own expense at fees established for copies of public records.

### **PHYSICAL EXAMINATIONS**

The Board will pay the cost of any physical examinations required under Section 1418(c) of the School Code. This does not apply where an employee is required to furnish a certificate from a physician certifying as to his/her ability or inability to perform his/her duties, as in the case of sick leave.

Should an employee elect to use his/her personal physician, the Board shall pay only that portion of the bill deemed to be customary and reasonable.

### **PAYROLL DEDUCTIONS**

The District agrees to make payroll deductions for tax-sheltered annuities through one of the Board approved 403(b) vendors, the PA 529 College Savings Plan, the United Way, and the East Stroudsburg Education Foundation's Scholarship and General Funds. These deductions will be made only upon receipt of duly executed authorization forms.

The Board will permit payroll deduction for tax-sheltered annuities for employees covered by this Plan. All companies presently approved by the Board shall be permitted to solicit employees. Additional companies shall be authorized to solicit employees, only on petition from the employees and approved by the Board.

### **ACTIVITY PASSES**

Activity passes shall be granted to each employee and one (1) guest.

### **PROBATIONARY PERIOD**

Each new employee shall be considered probationary during the first ninety (90) workdays of employment. New employees 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. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the employee.

### **LIFE INSURANCE**

The Board agrees to pay the premium cost for group life insurance and group accidental death and dismemberment insurance for employees covered by this Plan. The insurance payout shall be \$50,000 during each of the years of this Plan.

New employees covered by this Plan will not be provided with this insurance until they have successfully completed the ninety (90) day probationary period.

### **HEALTH INSURANCE/RETIREES**

The Board agrees to pay the monthly premiums for health insurance for employees who retire from the District and who meet the following conditions:

1. Is age 60 or older with at least 25 years of service (of which at least 15 must have been with the East Stroudsburg Area School District); or,
2. Whose age plus years of service exceeds the sum of 84 (of which at least 15 years of service must be in the East Stroudsburg Area School District.)

This coverage shall be provided for employees only until the last day of the month prior to the month when said employee reaches the age of Medicare eligibility. This coverage shall be provided at the same level of coverage that is in effect for other members covered by this Plan. Retirees shall not contribute premium share toward the purchase of their healthcare benefits. The employee will be required to pay the difference between this individual coverage and any dependent coverage that he/she elects to carry in accordance with Board Policy #549.



### **DISABILITY INSURANCE**

The Board agrees to pay the monthly premiums for a long term disability insurance plan that provides for a payment of sixty per cent (60%) of the employee's salary, with an elimination period of the greater of a employee's accumulated sick time or ninety (90) days with a maximum of \$5,000 per month, for each employee covered by this Plan.

### **HEALTHCARE BENEFITS**

The Board agrees to provide healthcare benefits for full-time employees and their eligible dependents through a Preferred Provider Organization (PPO) delineated in the Plan documents published on the District's website at the date of signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws and regulations.

Full-time employees who qualify for healthcare benefits will pay an annual premium share of \$1,040 per fiscal year. This amount shall be pro-rated over the employees' fiscal year pay periods.

The District shall adopt a 125 plan prior to any employee contribution toward healthcare benefits so that the employee contribution may be paid before taxes are deducted from the gross pay.

### **Dental Insurance**

The Board agrees to provide dental benefits for full-time employees and their eligible dependents as delineated in the Plan documents published on the District's website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

### **Vision Insurance**

The Board agrees to provide vision benefits for full-time employees and their eligible dependents as delineated in the Plan document published on the District's website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not



make changes to the benefit levels provided to employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

1. Each employee or eligible dependent will be able to receive reimbursement from the District once every two (2) years for the twenty-five dollar (\$25) co-payment.
2. The employee will submit to the District's Business Office, either the original vision provider's receipt or original vision provider's explanation of benefits if the vision service or corrective eyewear paid for was applicable to the co-payment.
3. Reimbursement for the employee or eligible dependent co-pay will be made within thirty (30) calendar days after the second Board of Education meeting following submission of the documentation listed above in #2 to the business office.
4. The employee will have six (6) calendar months after the date of service/purchase to submit the eligible receipts(s) or explanation of benefits as outlined above to the business office.
5. The total allowance for contacts under the current vision provider will be increased to \$150 per employee and per his/her eligible dependents.

Any other improvements in the health care benefits, i.e., hospitalization, vision plan, dental, prescription drug, etc., being provided to the East Stroudsburg Education Support Professional Association as the result of negotiations in future contracts shall be incorporated into this Plan, except for those non-healthcare benefits specifically covered elsewhere.

Should the Board of Education secure an alternate underwriter for the employees' hospitalization and dental insurance, separately or combined, the employee shall be guaranteed the following: (a) Equivalent and equal coverage on each and every provision contained in the appendix; (b) The appendix shall be the existing coverage and constitute the minimum; and, (c) The appendix shall change in accordance with the Plan guidelines. It is also guaranteed by the Board of Education, that

no employee will suffer a loss and/or reduction in benefits by virtue of an alternate underwriter's waiting period or of existing illness disclaimers.

### **ACA EXCISE TAX**

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence discussions over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

### **SENIORITY, LAYOFF AND RECALL**

#### **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 as a crossing guard.
2. In the event of a layoff or reduction in force, layoffs shall be on the basis of seniority, provided that the remaining employees are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.
3. Employees who are laid off shall retain their seniority until such time that they are recalled from layoff and decline to return to the District.
5. Seniority and all related rights under this Plan 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. Absence for three (3) consecutive days without notifying the District, unless failure to do so is beyond the employee's control.
  - g. Failure to accept a job offering in the same classification.

### **NO STRIKE**

Employees shall not take part in any strike during the term of this Plan.

### **SEPARABILITY CLAUSE**

In the event any provision of this Plan 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.

### **JUST CAUSE**

No employee shall be disciplined or discharged except for just cause. An employee, who is subject to discipline and/or discharge, may elect a hearing as provided by law.

**SCHEDULE "A"**

**CROSSING GUARDS**

**Starting Wages**

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
\$13.46	\$13.46	\$13.46	\$13.46

Unless the District determines otherwise, all new hires will be placed at the starting rate.

## **SCHEDULE "B"**

### **Deductibles (In-Network)**

	<u>Single</u>	<u>Family</u>
January 1, 2020	\$400	\$1,200
January 1, 2021	\$400	\$1,200
January 1, 2022	\$400	\$1,200
January 1, 2023	\$400	\$1,200

### **Deductibles (Out-Network)**

	<u>Single</u>	<u>Family</u>
January 1, 2020	\$800	\$2,400
January 1, 2021	\$800	\$2,400
January 1, 2022	\$800	\$2,400
January 1, 2023	\$800	\$2,400

### **Office Visit Copays (In-Network)**

	<u>PCP</u>	<u>Specialist</u>	<u>Urgent Care</u>	<u>ER</u>
January 1, 2020	\$15	\$15	\$35	\$100
January 1, 2021	\$15	\$15	\$35	\$100
January 1, 2022	\$15	\$15	\$35	\$100
January 1, 2023	\$15	\$15	\$35	\$100

### **Prescription Drug Copays**

	<u>Generic</u>	<u>Brand Formulary</u>	<u>Brand Non-Formulary</u>	
January 1, 2020	20%	20%	20%	Retail
	\$20	\$20	\$20	Mail
January 1, 2021	20%	20%	20%	Retail
	\$20	\$20	\$20	Mail
January 1, 2022	20%	20%	20%	Retail
	\$20	\$20	\$20	Mail
January 1, 2023	20%	20%	20%	Retail
	\$20	\$20	\$20	Mail

### **Employee Premium Share**

19/20 Fiscal Year	\$1,040 per year
20/21 Fiscal Year	\$1,040 per year
21/22 Fiscal Year	\$1,040 per year
22/23 Fiscal Year	\$1,040 per year

### **Eligibility Restrictions**

January 1, 2020	No Spousal Surcharge
January 1, 2021	No Spousal Surcharge
January 1, 2022	No Spousal Surcharge
January 1, 2023	No Spousal Surcharge