

AGREEMENT

between

THE SCHOOL DISTRICT OF PHILADELPHIA

and

**THE SCHOOL POLICE ASSOCIATION
OF PHILADELPHIA**

September 1, 2021

to

August 31, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	i
ARTICLE I RECOGNITION	1
A. RECOGNITION OF SCHOOL POLICE ASSOCIATION.....	1
B. UNION DUES	1
C. DUES AUTHORIZATION	1
D. INDEMNIFICATION.....	1
E. MONTHLY REMISSION OF DUES	1
F. SELECTION OF UNION REPRESENTATIVES	1
G. OBLIGATION TO PROVIDE INFORMATION	2
H. NOICE OF CHANGES TO WORKING CONDITIONS	2
I. LABOR-MANAGEMENT MEETINGS.....	2
J. SITE VISITS	2
K. UNION LEAVE	3
L. COMMUNICATIONS WITH MEMBERS	3
M. DEFINITIONS	3
N. SEVERABILITY	3
O. REORGANIZATION.....	3
ARTICLE II MANAGEMENT RIGHTS	4
ARTICLE III FAIR PRACTICES	4
A. NON-DISCRIMINATION BY SCHOOL DISTRICT	4
B. NON-DISCRIMINATION BY UNION	4
ARTICLE IV SALARY SCHEDULE FOR EMPLOYES	4
A. 12-MONTH AND 10-MONTH EMPLOYE SALARY SCHEDULES	4
B. SHIFT DIFFERENTIAL.....	6
C. PAY FOR TEN MONTH EMPLOYES	6
D. PAYMENT UPON SEPARATION.....	6
E. ATTENDANCE BONUS.....	7
F. MENTORING PROGRAM BONUS.....	7
G. TRANING OFFICER PROGRAM BONUS	7
ARTICLE V WORKING SCHEDULES	7
A. WORK SCHEDULE	7
1. LENGTH OF SHIFTS AND SCHEDULE CHANGES	7
2. SHIFT TIMES	7
3. SHIFT DIFFERENTIAL.....	8
4. SCHEDULE COMMITTEE	8

TABLE OF CONTENTS (CONT'D)

ARTICLE VI WORKING CONDITIONS.....	8
A. DIRECTION OF WORK.....	8
B. TRAVEL REIMBURSEMENT	8
C. MEETING ATTENDANCE.....	8
D. ADJUSTMENT OF BEHAVIORAL PROBLEMS	8
E. TRAINING COMMITTEE.....	8
F. EXAMINATIONS AND APPOINTMENTS.....	8
1. SPAP ADVISORY COMMITTEE	8
2. NOTICE OF PROMOTIONAL OPPORTUNITIES	9
3. NOTICE OF EXPIRATION OF ELIGIBILITY LISTS.....	9
4. EXAMINATION OF ELIGIBILITY LISTS	9
5. PERMISSION TO REVIEW PROMOTIONAL EXAMINATIONS.....	9
G. SITE ASSIGNMENTS.....	9
H. EMPLOYE RATINGS	9
I. DISCIPLINE FOR JUST CAUSE.....	9
J. PERSONNEL FILE.....	9
1. CONTENT OF FILE	9
2. EMPLOYE RIGHT TO COMMENT	10
3. EXAMINATION OF PERSONNEL FILE	10
4. PERMISSION TO REVIEW FILE.....	10
5. POSITIVE COMMENTS.....	10
6. REMOVAL OF UNFAVORABLE RECORDS.....	10
K. FACILITIES	10
1. PARKING	10
2. SCHOOL SAFETY OFFICE.....	10
3. DINING AREA.....	10
L. ASSIGNMENTS	10
1. AUTHORITY OF SCHOOL DISTRICT	10
2. ANNUAL BIDS	10
3. REASSIGNMENT.....	11
4. 10-MONTH SCHOOL-BASED OFFICER VACANCIES.....	11
5. 12-MONTH OFFICER VACANCIES	11
6. 2 ND OR 3 RD SHIFT VACANCIES	11
7. FILLING OF VACANCIES	11
M. SUBSTITUTES	11
1. PER DIEM SCHOOL SAFETY OFFICERS	11
2. LONG TERM SUBSTITUTE SCHOOL SAFETY OFFICERS.....	12
3. PREFERENCE FOR OFFICERS ON LAYOFF	12
4. PREFERENCE FOR RETIRED OFFICERS	13
5. USE OF PER DIEM OFFICERS IN EVENT OF LAYOFF	13

TABLE OF CONTENTS (CONT'D)

N.	10-MONTH SCHOOL SAFETY OFFICERS.....	13
O.	UNIFORMS AND UNIFORM ALLOWANCE	14
P.	MOBILE PATROL EQUIPMENT/USE OF PERSONAL VEHICLES.....	14
Q.	SAFE WORKING CONDITIONS/SAFETY COMMITTEE.....	14
R.	NOTICE OF WORKPLACE INJURIES	14
S.	INDEPENDENT MEDICAL EVALUATIONS.....	15
ARTICLE VII	RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS	15
ARTICLE VIII	GRIEVANCE PROCEDURE.....	15
A.	DEFINITIONS	15
B.	PROCEDURE FOR ADJUSTING COMPLAINTS AND GRIEVANCES.....	15
1.	DISCUSSION OF COMPLAINT.....	15
2.	STEP 1.....	15
3.	STEP 2.....	16
4.	STEP 3.....	16
5.	NOTICE OF ARBITRATION.....	16
6.	SUBMISSION TO AMERICAN ARBITRATION ASSOCIATION	16
7.	SELECTION OF ARBITRATOR	16
8.	ARBITRATION	17
9.	MULTIPLE GRIEVANCES.....	17
10.	TIME AND PLACE	17
11.	ACTION PENDING RESOLUTION OF GRIEVANCE	17
12.	MOVEMENT THROUGH STEPS	17
13.	EXTENSION OF TIME LIMITS.....	17
14.	BYPASSING STEP 1	17
15.	SOLE GRIEVANCE REPRESENTATIVE.....	17
16.	ALTERNATIVE GRIEVANCE REPRESENTATIVE.....	18
17.	PAYMENT OF PARTICIPANTS	18
ARTICLE IX	HEALTH AND WELFARE BENEFITS.....	18
A.	NO PAID LEAVE FROM NIGHT SCHOOL.....	18
B.	MEDICAL AND PRESCRIPTION COVERAGE.....	18
1.	MEDICAL COVERAGE.....	19
2.	PRESCRIPTION COVERAGE	19
C.	LIFE INSURANCE	20
D.	WEEKLY INDEMNITY PROGRAM	20
E.	LEGAL SERVICE FUND	21
F.	EMERGENCY LEAVE.....	22
G.	SHORT-TERM OCCUPATIONAL DISABILITY COVERAGE	22
H.	DISABILITY COVERAGE FOR 10-MONTH OFFICERS	22
I.	MEDICAL BENEFITS FOR OCCUPATIONAL DISABILITY	23
J.	INOCULATIONS.....	23

TABLE OF CONTENTS (CONT'D)

ARTICLE X	VACATIONS	23
ARTICLE XI	HOLIDAYS	23
ARTICLE XII	SENIORITY	24
A.	DEFINITION OF SENIORITY	24
B.	SENIORITY LIST / REDUCTIONS IN FORCE	24
ARTICLE XIII	OVERTIME ASSIGNMENTS	24
A.	OVERTIME DISTRIBUTION	24
B.	OVERTIME RATES AND APPLICATION	24
C.	ATTENDANCE-RELATED DISCIPLINE RESTRICTION.....	25
D.	EVENING SCHOOL UNIFORMS	25
E.	SUMMER ASSIGNMENTS.....	25
F.	OVERTIME COMMITTEE	25
G.	EQUITABLE DISTRIBUTION FOR PATROL OFFICERS	25
ARTICLE XIV	MISCELLANEOUS	25
A.	COURT APPEARANCES	25
B.	NOTICE OF 2 ND / 3 RD SHIFT LEAVE	26
C.	PROBATIONARY EMPLOYEES	26
D.	SUSPENSION PENDING HEARING	26
E.	SCHOOL-BASED COMMITTEES	26
F.	MILITARY SERVICE.....	26
G.	SAFE-DRIVING TRAINING	26
H.	OPERATIONAL ISSUES COMMITTEE.....	27
I.	ACCIDENT REVIEW BOARD.....	27
J.	BATON TRAINING	27
ARTICLE XV	CONCLUSION.....	27
ARTICLE XVI	DURATION OF AGREEMENT	27
ARTICLE XVII	STATEMENT OF INTENTION	27
ARTICLE XVIII	WAIVERS	27
SIGNATURES	28
SIDE LETTERS	29
APPENDIX A	30

Agreement made and entered into on the first day of September, 2021, by and between the Board of Education of the School District of Philadelphia and the School Police Association of Philadelphia.

**ARTICLE I
RECOGNITION**

- A. The Board of Education and the Superintendent and their representatives and designees of the School District of Philadelphia (hereinafter referred to as the "Board of Education" or the "School District") recognizes the School Police Association of Philadelphia as the sole and exclusive bargaining representative for all internal school security officers, plant security officers as described in the Order of the Pennsylvania Labor Relations Board of May 2, 1974, long term substitute School Police Officers (hereinafter referred to as long term substitute School Safety Officers) and School Police Officers (hereinafter referred to as School Safety Officers) (collectively, hereinafter referred to as "Employees" and/or "SPAP").
- B. The School District will deduct from the pay of each employe who delivers a written authorization to do so, in a form satisfactory to the School District, the required amount of the payment of Union dues. The dues, a list of employes from whom they have been deducted and the amount deducted from each, a list of employes who have authorized such deduction and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union no later than 30 days after such deductions are made.
- C. Any employe who, at the time of the execution of this Agreement, is or becomes a member of the Union or has authorized deduction of dues shall, as a condition of employment, continue such membership or dues deduction for the duration of this Agreement, provided, however, that such employe may resign from membership in the Union or revoke his/her union dues authorization by so notifying the School District and the Union in writing in accordance with the terms of the most recent dues authorization form signed by the employe and on file with the Union. In the event that a person ceases to be employed in a position included in the bargaining unit represented by the Union, such membership and dues deduction shall be discontinued at that time. For the purpose of clarification, it is understood that checkoff shall be limited only to such employes for whom the Union presents to the Employer an authorization card signed by the given employe.
- D. The Union agrees to hold the School District harmless from any claims, disputes and/or litigation which may arise regarding the School District's participation in deducting such dues.
- E. All dues deducted under the provisions of this Article shall be paid by the School District to the order of the School Police Association of Philadelphia, and the School District shall remit same to the Treasurer of the union every month.
- F. An employe who is to represent, on any committee, agency, or other such body in the School District of Philadelphia, any employes to whom this Agreement is applicable,

shall be selected from nominees named by SPAP by reason of their special skills, expertise, experience and demonstrated competence in the appropriate area. The representative of such employes on any joint committee provided for in this Agreement shall be selected in accordance with the provisions of this Section.

- G. The School District shall make available to SPAP all information, statistics and records to which SPAP is entitled with respect to negotiations or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

The School District shall provide the following information to SPAP so that it may administer this Contract:

1. Injury reports upon agreement by the individual employe;
2. Notification of employes on leave of absence, other than illness and vacation, for more than two (2) weeks and resignations, terminations and retirements; and
3. Copies of disciplinary action upon agreement by the individual employe.

- H. Any change in operational procedures from the Office of School Safety affecting the working conditions of employes shall be provided to the Union no less than five (5) days before the earlier of the effective or the date on which such change shall be sent to the employes. In the event of an emergency the School District will, when possible, meet with and review the change with the Union's president or his designee immediately prior to its dissemination.

- I. At the regular monthly meetings of representatives of SPAP with the Superintendent or his/her designee, problems affecting the employes generally as well as matters relating to the implementation of this Agreement shall, at the request of SPAP representatives, be discussed.

The Union and the School District will create a subcommittee to address training and education issues, which will meet during the regular monthly meeting between the Union and the Chief Safety Executive.

- J. The School District shall permit a designated regular staff member of SPAP or off-duty employe representative of SPAP to visit schools to investigate working conditions. The Chief Safety Executive shall make arrangements to provide reasonable time without loss of salary for SPAP representatives within designated regions as agreed upon by the School District and the Union to investigate grievances, and attend conferences and hearings. In the event clarification is necessary as to what constitutes reasonable time, the Chief Talent Officer after consultation with SPAP shall make the final determination. Security management will be notified and the representative shall notify the administrator immediately upon arrival in the building. This section does not deny an employe representation from a representative other than one designated as above, however, such representative will not receive compensation.

- K. An employe who is elected or appointed to a full-time position with SPAP or any organization with which it is affiliated will, upon proper application, be granted a leave of absence for the purpose of accepting such position. An employe granted such leave of absence shall retain all insurance and other benefits and shall continue to accrue unit seniority for salary increments and all other purposes as though he/she were in regular service. Upon return to service, he/she shall be placed on the assignment which he/she left with all accrued benefits and increments that he/she would have earned had he/she been on regular service.
 - 1. An employe on such leave of absence shall be permitted to pay both his/her and the School District's regular contributions. The School District agrees to join SPAP in obtaining legislation or a ruling by the Public School Employees Retirement System that the time spent on leave of absence pursuant to this Section shall be deemed service for retirement purposes.
 - 2. No more than three (3) employes shall be granted such leave of absence for any school year.
- L. SPAP shall have the right to communicate freely with its members by means of notices on bulletin boards and mailboxes available to them.
 - 1. On 24 hours notice to the Chief Safety Executive, the authorized representative of SPAP shall have the right to schedule meetings at available sites before and after regular duty hours of the employes involved.
- M. Where used herein, "school" shall usually include any of the work locations; "administrator" shall be the School District's representative in charge of any work location and/or school.
- N. In the event that any provision of this Agreement is or shall at anytime be held to be contrary to law by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect.
- O. Reorganization: The parties understand and agree that the School District's Security activities are subject to reorganization, including the re-establishment of a substantial night activity. Any matters which under the law require negotiation will be negotiated between the parties.

**ARTICLE II
MANAGEMENT RIGHTS**

The Board of Education and the Superintendent, and their representatives and designees, shall have control over the management, direction, and operation of the school security operations, including but not limited to the employment, classification and initial or subsequent assignment of employes, the suspension or dismissal of employes for cause and the making of rules and regulations for the management and operation of the Department including the methods of performing work, subject to the provisions of this Agreement. All rights and powers conferred upon the Board of Education and/or Superintendent by the laws of the Commonwealth of Pennsylvania and the Philadelphia Home Rule Charter are reserved to them.

This listing of managerial rights is not intended to be exhaustive but merely illustrative. Furthermore, this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Board of Education not listed and not specifically surrendered in this Agreement whether or not such rights have been exercised in the past. It is expressly agreed by the Parties that the Board of Education's ability to manage and control the operations of the School District is limited only by, and will be exercised in accordance with, the provisions of this Agreement.

**ARTICLE III
FAIR PRACTICES**

- A. The School District agrees to continue its policy of not discriminating against any employe on the basis of race, creed, sex, color, national origin, sexual orientation, handicap, age, marital status or membership or participation in, or association with the activities of any employes' organization.
- B. SPAP agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, sex, color, national origin, sexual orientation, handicap, age or marital status and to represent equally all employes without regard to membership or participation in, or association with the activities of any organization.

**ARTICLE IV
SALARY SCHEDULE FOR EMPLOYES**

- A. The following Salary Schedules shall be effective on the dates indicated.

12 MONTH SCHOOL SAFETY OFFICERS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
9/1/21	35,693	38,195	40,569	43,578	48,044	50,925	53,982	55,601
9/1/22	39,436	41,887	44,994	49,605	52,580	55,736	57,408	
9/1/23	40,619	43,144	46,344	51,093	54,157	57,408	59,130	
9/1/24	41,431	44,007	47,271	52,115	55,240	58,556	60,313	

10 MONTH SCHOOL SAFETY OFFICERS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
9/1/21	29,742	31,829	33,804	36,315	40,037	42,436	44,980	46,330
9/1/22	32,863	34,903	37,495	41,338	43,815	46,442	47,836	
9/1/23	33,849	35,950	38,620	42,578	45,129	47,835	49,271	
9/1/24	34,526	36,669	39,392	43,430	46,032	48,792	50,256	

Effective September 1, 2021:

- 2.75% increase to salary schedules
- Eligible employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.
- Eligible employees employed in a bargaining unit position on the ratification date will receive a one-time lump sum retention and re-engagement bonus payment of \$750, to be paid no later than the third payroll after approval by the Board of Education.
- All retroactive payments shall be paid no later than the last payroll in January.

Effective September 1, 2022:

- 3.25% increase to salary schedules
- Eligible employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect. Eligible employees on step 8 of the salary scale applicable to their pay step in the 2021-22 school year and employed in a bargaining unit position on September 1, 2022 shall receive a lump sum retention and re-engagement bonus payment of \$500 in addition to the other compensation provided herein.
- Eligible employees employed in a bargaining unit position on September 1, 2022 will receive a one-time lump sum retention and re-engagement bonus payment of \$500.

Effective September 1, 2023:

- 3% increase to salary schedules
- Eligible employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.

Effective September 1, 2024:

- 2% increase to salary schedules
- Eligible employees not at the maximum of the salary scale applicable to their pay step shall receive an increment consistent with the salary schedule in effect.
- Eligible employees employed in a bargaining unit position on September 1, 2024 will receive a one-time lump sum retention and re-engagement bonus payment of \$500.

All payments shall be made no later than the second payroll following the effective dates herein unless otherwise provided. All increments shall be effective on the employee's anniversary date. The wage increases as reflected in the Salary Schedules will not be applied to rates paid to Per Diem Substitutes. The lump sum retention and re-engagement bonus payments shall not be PSERS eligible.

- B. Effective July 1, 2010, the School District shall pay a \$1.50 per hour premium for regular hours worked on 2nd and 3rd shifts. The shift premium will be paid only for the regular straight time hourly rate and will not be paid for overtime.
- C. During the 1994-1995 school year, all ten (10) month employees shall receive their contractual salaries less 16.86% of such salary. Beginning July 1, 1995, all ten (10) month employees shall be reclassified as twelve (12) month employees for the purposes of this section only, and shall be paid their contractual annual salary over a twelve (12) month period, commencing July 1, 1995.

All employees whose schedule does not require attendance during July and August shall continue to receive salary during July and August at their daily rates of pay in anticipation of their availability to work as of September 1 as long as they remain in active status.

If any such employee is not in pay status on any day or parts of days between September 1 and June 30 his/her future salary during the following July and August shall be reduced by the proportion that the number of such days or parts of days not in pay status bears to the total number of weekdays between said September 1 and June.

During the summer recess, the paycheck of an employee whose schedule does not require attendance during July and August shall be mailed to the last address submitted by the employee.

Nothing herein shall be construed to modify the present method of personal illness or personal leave reimbursement.

- D. If an employee whose schedule does not require attendance during July and August terminates his/her employment at any time, he/she shall be entitled to a payment equal to a percentage of his/her daily salary for each day he/she was in pay status between the first day of September prior to his/her termination and his/her last day of work, or June 30, whichever is earlier.

Such percentage shall be determined by dividing the number of weekdays occurring between July 1 and August 31 by the number of weekdays occurring between the preceding September 1 and June 30. If the employee's termination date is between July 1 and August 31, his/her payment shall be reduced by the gross amount of salary received for the period from July 1 to August 31.

The Superintendent and Board of Education shall effectuate payment for all unused sick days, personal leave days and vacation days as soon as administratively possible following an employee's termination date. Effective September 1, 2011, such payment

will be made within sixty (60) days of the termination date for officers with more than twenty-five (25) years of service.

- E. The School District agrees to pay a bonus of \$400.00 less appropriate federal, state and city deductions on a yearly basis beginning October 15, 2008 to all members who have perfect attendance for the prior year (calculated from September 1 to August 31). Perfect attendance is defined as no absence codes in the following categories (04, 05, 31, 58, 59, 60, 61, 63, and 64).
- F. At the discretion of the Chief Safety Officer, the District may provide a bonus of \$400 less appropriate deductions on a yearly basis to School Safety Officers who apply for and are selected to participate in the School District's student Mentoring Program. The bonus shall be payable in June of each year, provided the employe participated in the Mentoring Program for the entirety of the school year.
- G. At the discretion of the Chief Safety Officer, the District may provide a bonus of \$400 less appropriate deductions on a yearly basis to School Safety Officers who apply for and are selected to serve as Training Officers in a designated School District Training Officer Program. The bonus shall be payable in June of each year, provided the employe served as a Training Officer in a designated Training Officer Program for the entirety of the school year.

**ARTICLE V
WORKING SCHEDULES**

- A. Subject to the express limitations contained in Section 3 below, the work schedule for employes will normally be as set forth in the separate subsections below. Employes in the different classes represented by this Union shall be scheduled in accordance with the following limitations:
 - 1. The work day for employes will be an 8 hour day, exclusive of lunch. The Superintendent or his/her designee may, in the event of an emergency, extend shifts to cope with situations which require the expertise of employes. Each employe shall be afforded a lunch period equal to that accorded to other employes in the building or area where he works except that the Chief Safety Executive may alter work schedules and lunch periods when it is necessary to do so.

In other than an emergency, at least five working days notice of any change in schedule shall be given to employes; such changed schedule shall continue for at least 16 working hours (i.e., 2 working days). In the event of a permanent assignment to 2nd or 3rd shift, at least five working days notice shall be given to the Union and the affected employes.
 - 2. First shift will commence between the hours of 6:00 a.m. and 9:30 a.m. Second shift will commence between 11:00 a.m. and 2:00 p.m. Third shift will commence between 9:00 p.m. and midnight.

The following shall be effective February 14, 2022:

First shift will commence between the hours of 6:00 a.m. and 10:00 a.m.
Second shift will commence between 11:00 a.m. and 4:00 p.m.
Third shift will commence between 9:00 p.m. and midnight.

- 3. Shift differential will be paid to employes on both the 2nd and 3rd shifts. The School District shall provide reasonable advance notice of any change to the 2nd or 3rd shift pursuant to Art. V, Sec. A1 above.
- 4. A Committee of representatives of SPAP and the Administration shall meet to study shift schedules and to recommend improved and more effective schedules.

**ARTICLE VI
WORKING CONDITIONS**

- A. An employe's work shall be performed under the direction of the Chief Safety Executive. Those assigned to schools/administration buildings will also follow the directions of the principal/administrator or their designee.
- B. An employe who is directed or requested by the administration to go to another location from that to which he/she is assigned shall be paid at the authorized rate per mile for any such travel.
- C. Employes shall not be required to attend meetings for which there is no compensation outside of their regularly assigned hours.
- D. The School District and SPAP agree that the adjustment of behavioral problems of students is the responsibility of all employes as well as administrators. Employes shall have immediate recourse to administrators when difficulties occur in which such help is needed.
- E. A committee designated by the Association shall consult with the Administration for the purpose of identifying resources and participating in the planning and training programs for employes. The establishment or continuation of any training program shall depend upon the availability of funding to meet all the costs of such program and shall include pertinent sections of the Municipal Police Officers Education and Training Act (Act 120) as determined by the Administration. Pertinent training programs will be provided to officers regardless of shift assignment. Each year the parties shall establish a schedule of quarterly meetings of the training committee.
- F. EXAMINATIONS - APPOINTMENTS
 - 1. The SPAP Advisory Committee for the Study of Examination Procedures shall contribute its recommendations for the eligibility and examination of employes for positions within and promotions from this bargaining unit.

2. Whenever it is decided during the school year to fill any position in the School District with a School Safety Officer, including promotional opportunity within or from the bargaining unit; notice of all examinations as well as the requirement for such positions shall be posted in advance in all schools in a prescribed appropriate place in each school so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position.
3. At the time of the establishment of any eligibility list for initial appointments or promotional opportunities affecting the employees, the expiration date of such list shall be announced.
4. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or the SPAP representative or both may examine and copy the eligibility list.
5. Employees shall, upon request, be permitted to review promotional examinations with a technical representative of the Chief Talent Officer. The employee may, if he/she desires, be accompanied by a representative of the SPAP.

G. Assignments to sites within the school system shall be the responsibility of the Chief Safety Executive. Assignment to tasks on the sites shall be the joint responsibility of the administrator of the work place and the Chief Safety Executive.

H. Ratings of employees shall be issued at least annually by the Chief Safety Executive. The evaluation instrument to be used will be prepared by the Chief Safety Executive after a review by a joint committee of SPAP and the designees of the Superintendent.

A copy of the rating by the Chief Safety Executive and the Supervisor's comments, if any, shall be given to each employee in time to give the employee adequate opportunity to decide whether he/she desires to confer with the Administrator concerning his/her rating and to make a request for such a conference. If the employee makes such a request, the Administrator shall consult with the employee about his/her rating before it is placed in the official files.

I. An employee shall not be subjected to discipline or discharge except for just cause.

J. PERSONNEL FILE.

Official files shall be maintained in accordance with the following procedures:

1. Except for material pertaining directly to his/her work performance or such other matters that may be cause for suspension or dismissal under the Public School Code, no material derogatory to an employee's conduct, service, character or personality shall be placed in the official personnel file of such employee. Material relating to work performance, suspension or dismissal may be reduced to writing and maintained only if it is signed by a person competent to know the facts or make the judgment and only if the employee has been given an opportunity to read the material promptly following its receipt or formulation. Any anonymous

material placed in an employee's file prior to the execution of this Agreement shall at such employee's request be removed therefrom and, in any event, shall be given no weight or consideration for any purpose whatever.

2. The employee shall have the right to answer any material now in his/her file as well as any material filed hereafter, and his/her answer shall be attached to the file copy.
3. Upon request the employee shall be permitted to examine his/her file. The employee shall indicate in writing to be placed in his file that he has examined the same. The employee shall be permitted conveniently to reproduce on the School District's premises any material in his/her file.
4. Only those personnel who have an official right and reason for doing so may inspect an employee's file. When an employee's file is inspected by such a person, he/she shall indicate in writing that he/she has examined the file and his/her written statement may be given to the supervisor of personnel files who shall be responsible for placing it in the file.
5. Administrators are encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.
6. When an employee has received an unfavorable anecdotal record(s), the employee upon application after eighteen (18) months can have such record(s) removed if the employee has not had a similar and/or related unfavorable anecdotal record(s) during said eighteen (18) month period.

K. FACILITIES

1. To the extent that parking facilities are available for teachers in a school, such facilities shall also be available to School Safety Officers.
2. Where available, School Safety Officers will be provided with an office at all facilities to which they are permanently assigned.
3. Where cafeteria facilities are present and lunch is served to faculty, lunch will be served to the security employees in the same dining room as the faculty.

L. ASSIGNMENTS

1. The Superintendent reserves the final authority for assignments and reassignments that shall be made in accordance with the needs of the school system.
2. Annual Bids. The School District will conduct one bid per year for vacancies as designated by the School District within the bargaining unit in schools listed in

Appendix A of this Agreement. The date of the bid will be mutually agreed upon by the parties and will occur in the last week of July, and assignments will occur in the first week of August.

3. Reassignment. The Chief Safety Executive may remove an employe who has been assigned his/her building of preference in the best interests of the Department or School District. This reassignment may be challenged by the Union in the grievance or arbitration provisions of this Agreement.
4. 10-Month School Based Officer Vacancies. Any 10-month school based vacancies that arise following the conclusion of the bid will be filled by "temporary assignment" at the discretion of the School District. But such temporary assignments will be made only to full-time, 10-month Task Force School Safety Officers assigned to the Scan Team.

All such temporary assignments, as described in this subsection, will expire at the end of the school year and, to the extent that the School District determines that it will fill the position the following year, the position will be a vacancy subject to bidding under this provision.

5. 12-Month Officer Vacancies. The District shall establish and maintain no fewer than 50 filled 12 month officer positions. Any 12-Month vacancies that arise during the year shall be filled by departmental seniority. Such 12-Month vacancies will be filled only by full time 10-Month School Safety Officers. An employe with pending discipline or who has been suspended, demoted or otherwise disciplined for cause during the preceding twelve months shall not be eligible to fill a 12-Month officer vacancy. However, should the "pending discipline" be subsequently overturned by agreement or arbitration, the employe shall be placed into the 12-Month position to which he or she would have been assigned but for the "pending discipline." The School District may remove the least senior 12-Month officer in such situation and return him or her to a 10-Month position.
6. When a 2nd or 3rd shift assignment is to be filled, and there are not sufficient volunteers to fill the necessary assignments, an employe may be assigned by reverse seniority.
7. When the budget permits, vacancies shall be filled promptly.

M. SUBSTITUTES

1. Per diem employes will only be hired to substitute for full-time School Safety Officers or to augment the existing force of School Safety Officers. The School District will not hire per diem substitutes to fill vacancies of full time employes which occur as a result of retirement or termination. When such vacancy occurs, temporary assignments will be made in accordance with Article VI, Section L. Resulting vacancies may then be filled through the normal hiring process. But such vacancy may not be filled by per diem employes for more than 120 days.

Per diem substitutes shall perform those duties normally assigned to the appointed employe and will not be assigned to locations for the purpose of reducing overtime assignments. Per diem substitutes may only be used to fill ten (10) month school based positions. Per diem employes will not be assigned to work on the 2nd or 3rd shifts, except in school-based positions. Per diem employes will not be utilized to avoid the filling of vacancies.

When responding to temporary security needs, the School District will ordinarily, consistent with providing adequate security, reassign Per Diem Substitutes from their school assignments before reassigning any School Safety Officer. Normally, non-bidder 10-Month School Safety Officers will be temporarily reassigned before reassigning bid officers.

In no event shall the School District maintain a pool of per diem substitutes in excess of 250 names. A list of the per diem pool shall be provided to the Union on a bi-monthly basis.

Effective July 1, 2010, all new Per Diem Substitutes shall be subject to pre-employment physical examinations, including drug and alcohol screenings.

Effective September 1, 2004, a per diem substitute who is employed as a substitute for ninety (90) working days during the same school year, including sixty (60) days on the same site, shall achieve the status of long term substitute. Per diem assignments for four (4) hour shifts shall not be counted as working days for purposes of satisfying the working day requirement in this Section.

2. The denial of long term status shall be subject to challenge through the grievance procedure.

The following conditions will apply to a long term substitute:

- a. Salary is equal to step one of the salary schedule for appointed ten-month School Safety Officers.
 - b. Long term substitute who is displaced from his/her long term assignment during the school year shall retain his/her long term status for the remainder of the school year and will be subject to assignment by the Chief Safety Executive or his/her designee.
 - c. Long term substitutes will cease to have such status effective June 30 of each school year and will revert to per diem status, on that date.
 - d. Except as modified in this section, long term substitutes shall be entitled to the rights and benefits provided by this Agreement.
3. School Safety Officers on layoff status will be given preference for substitute assignments

4. Retired School Safety Officers who indicate their interest shall receive preference for Per Diem assignments over other persons on the Per Diem Substitute list. Retired School Safety Officers who return to work as Per Diem or Long-Term Substitutes will be compensated at an hourly rate based upon Step 1 of the 10-Month School Safety Officer Salary Schedule.
5. In the event that there are regularly appointed School Safety Officers on layoff status, Per Diem Substitutes shall not be used to augment the existing force of School Safety Officers.

OTHER CONDITIONS

N. The position of ten month School Safety Officers shall be created. Those School Safety Officers for whom there is no twelve month position and provisionals shall be reclassified to a ten month position effective July 1, 1994. In addition, newly appointed employees shall be appointed to ten month positions. Twelve month positions shall be offered based on seniority.

1. Effective with the date of this Agreement, the School District may appoint new employees to the classification of ten month School Safety Officer. In addition, provisional employees and employees with insufficient seniority to be assigned to twelve month positions shall be reclassified to ten month positions effective July 1, 1994.

The following conditions shall be applicable to the School District's ten month employees:

- Job description and duties – same as 12 month employees
- Salary – 5/6 times 12 month salary
- Work Day – same as 12 month position
- Work Year – September 1 through the last day for professional staff with one additional day as specified below. Easter week and Christmas week off as indicated by the School District's ten month calendar.
- Benefits – same as twelve month employees except that no vacation is accumulated or granted.
- Holidays – as designated in the School District's ten month calendar.

For ten month employees the School District may schedule members of the bargaining unit for service one day beyond the end of service by the professional staff, however in no event later than June 30 of a given school year. On this day, the District may conduct staff training.

- O. All officers required to wear a uniform shall be provided with their uniform which shall include foul weather gear. Replacement uniforms will not be unreasonably denied. Effective July 1, 2010, the School District will pay to all members of the bargaining unit an allowance of \$200.00, to cover the cost of maintaining uniforms and purchasing appropriate shoes. The allowance will be payable in September of each year.
- P. The School District agrees that employees assigned to the mobile patrol unit shall be equipped as follows:
 - Night stick
 - Handcuffs
 - Mag lights
 - Portable radios
 - Current uniforms
 - Inclement weather gear
 - Hat, caps and covers
 - Pepper spray (for 2nd and 3rd shift officers and 1st shift patrol officers on weekend and holiday duty only)

Employees shall not be required to use their personal vehicles to transport faculty, administration, staff or students from or to any locations.

- Q. The School District agrees to maintain safe and healthful working conditions in accordance with City, State and Federal requirements. The parties agree to establish a joint labor management safety committee composed of an equal number of representatives from the Union and the District for the purpose of discussing, evaluating and proposing policies pertaining to the status and role of School Safety Officers employed by the District. The jurisdiction of this committee shall include the training and equipping of security officers. The committee shall meet minimally on a quarterly basis.

The School District agrees that it will establish and implement an extensive and comprehensive information dissemination system to assist and protect the employees assigned to patrol duty. The School District further agrees to implement a comprehensive worker's safety program for all security personnel assigned to schools, offices and other facilities.

- R. The School District will provide notice to the union of all workplace injuries to School Safety Officers about which it is notified within 48 hours from when the School District receives such notification.

- S. At the election of an employe who, on the basis of a School District medical evaluation, will be subjected to termination, the involuntary change of work classification, loss of pay, involuntary use of sick leave or involuntary retirement for disability, or who is refused a promotional appointment for which he/she is otherwise eligible, except in matters of Workers' Compensation, may submit to an evaluation, which such evaluation shall be submitted for determination to a doctor on a list of doctors selected from those in the appropriate specialty as listed in *Dorlands Medical Directory*. This list will be identical to that used for the Philadelphia Federation of Teachers bargaining unit.

**ARTICLE VII
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The SPAP and the School District agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. Both parties agree faithfully to abide by the provisions of the Pennsylvania Public Employe Relations Act, the Pennsylvania Public School Code and all other provisions of federal, state and local law. The SPAP in consideration of the terms and conditions of this Agreement will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employe covered by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any such employes. The School District agrees that it will not conduct a lockout of the employes.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

A. Definition

1. A grievance shall mean a complaint by an employe in the bargaining unit that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement (as used in this Article, the term "employe" shall mean also a group of employes having the same grievance). The term grievance shall not apply to any matter about which the Board of Education and Superintendent are without authority to act.
2. Nothing in this Agreement shall be construed to deny any employe any of his/her rights under any laws of the Commonwealth of Pennsylvania.

B. Procedure for Adjusting Complaints and Grievances

1. The employe shall first discuss his/her complaint orally with his/her immediate supervisor either alone or accompanied by a fellow employe with the objective or resolving the matter informally.
2. Step 1 - In the event the complaint is not resolved informally, the representative and/or the employe shall present the grievance in writing, to his/her supervisor within one (1) calendar week following the act or condition which is the basis of the grievance. The Security Operations Officer, after consultation with the Chief Safety Executive, shall meet with the employe involved in an effort to resolve the

grievance. Within seven (7) calendar, days after the grievance meeting, said Operations Officer shall communicate his/her decision in writing to the employe involved.

3. Step 2 - The SPAP may appeal the decision of the supervisor to the Chief Talent Officer within seven (7) calendar days after receiving the decision of the supervisor. The appeal shall be in writing and shall be accompanied by a copy of the supervisor's decision. Within 14 calendar days after receipt of the appeal, the Office of Labor Relations shall attempt to adjust or resolve the grievance amicably.

a. If the effort toward amicable adjustment does not resolve the grievance, then not later than 30 calendar days after receipt of the appeal, the Chief Talent Officer, or his/her designee, shall hold a hearing on the grievance appeal.

He/she may hear witnesses or employes who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within 14 calendar days after the hearing, the Chief Talent Officer shall communicate his/her decision, in writing, together with the supporting reason, to the aggrieved employe, the Union, the Chief Safety Executive and the principal of the school, in the event that the work location is a school.

4. Step 3- Within 25 days after receiving the decision of the Chief Talent Officer, the Superintendent and his or her designees or SPAP may submit the matter to arbitration if the grievance involves a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. This procedure may be initiated by filing a notice of arbitration with the Superintendent's office, if initiated by SPAP, and with SPAP if initiated by the Superintendent.
5. This notice of arbitration shall include a brief, written statement setting forth precisely the issue or issues to be decided by the arbitrator and the specific provision or provisions of the Agreement involved.
6. Within five (5) days after either the Superintendent and his or her designees or SPAP has submitted a notice of arbitration, such matters shall be submitted for final determination to an arbitrator designated by the American Arbitration Association.
7. The method for submitting a matter to arbitration shall be as follows: The party to this Agreement desiring that the matter be arbitrated shall serve a written demand for arbitration upon the other party either by certified mail, addressed to the other party or by hand-delivery to a person authorized by the other party to receive a demand for arbitration. The party serving the demand for arbitration shall simultaneously mail a copy thereof to the Philadelphia Regional Office of the American Arbitration Association. The selection of the arbitrator will be made in

accordance with the terms of then current rules of the American Arbitration Association.

8. The arbitrator shall issue his/her decision, which decision shall be final and binding upon the parties, not later than 30 days after the date of the closing of the hearings, or if oral hearings have been waived, then 30 days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall have the power and authority to decide, and shall limit his/her decision strictly to, the matters specified in the first paragraph of this Step 3. The arbitrator shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with, or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or
 - b. Which limits or interferes in any way with the powers, duties and the responsibilities of the School District under its By-Laws, applicable law or rules and regulations having the force and effect of law.
9. In cases where it is feasible, and the parties agree, a number of grievances may be submitted to and heard by one arbitrator on the same day.
10. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours only employees who are necessary to the conduct of the hearing shall be excused with pay for that purpose.
11. The filing or open status of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Superintendent and his or her designees to take the action complained of, subject, however, to the final decision on the grievance.
12. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the SPAP to lodge an appeal at the next step of this procedure.
13. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement.
14. If a grievance arises from an action of authority higher than the immediate supervisor, the Union may present the grievance at Step 2 of this procedure without Step 1 hereof.
15. No officer or Executive Board member, delegate, representative or agent of a minority organization shall represent the aggrieved employe at Step 1 of this procedure. An agent shall include any person, who, acting in an official capacity

for a minority organization, regularly performs for the organization such acts as distributing literature, collecting dues, circulating petitions, soliciting membership, or serving regularly as a spokesmen at employes' meetings. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization other than the Union.

16. An employe who is not a SPAP representative or such representative's designee shall not accompany or act on behalf of an aggrieved employe at the presentation of an oral complaint prior to Step 1 of this procedure in more than two (2) grievances during a calendar year.
17. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE IX HEALTH AND WELFARE BENEFITS

- A. All the present regulations and bulletins concerning sick leave, personal leave and all other leaves shall remain in effect during the term of this Agreement with the following exception:

There shall be no paid leave from night school assignment.

- B. Medical and Prescription Coverage

The School District shall provide medical and prescription coverage to eligible employes and their qualifying dependents in accordance with this section. During the life of this contract, if the School District elects to fund a Health Advocate benefit to any bargaining unit, the members of this bargaining unit will be similarly offered the Health Advocate benefit.

1. Medical Coverage.

- a. Plan Options. The medical coverage offered by the School District shall be as follows:

- (1) Employes currently enrolled in Keystone HMO 15 and employes hired after the date of this agreement shall be enrolled in Keystone HMO 15 (Base Plan). Upon completion of four (4) years of employment, any employe choosing to enroll in the PC 20/30/70% (w/ variations) Plan shall be permitted to do so provided, however, that such employe shall be required to pay five percent (5%) of the then applicable current Personal Choice Component Premium (e.g., Single, Husband and Wife, Family) in addition to any other premium contribution contained in this Agreement.

- (2) The School District shall establish premium equivalents using reasonable actuarial methods for the self-funded Medical Plan.
- (3) As soon as possible, but no later than January 1, 2018, all employees currently enrolled in Personal Choice 20/30/70% (w/ variations) will be enrolled in Personal Choice 20/30/70% as modified in 2017.

b. In addition, an employee whose spouse or domestic partner is employed and eligible for employer sponsored insurance shall pay a surcharge in the following amounts if the employee elects to receive medical coverage offered by the School District for his/her spouse or domestic partner: fifty (\$50) dollars per month effective January 1, 2018; and effective September 1, 2020, seventy-five (\$75) dollars per month.

c. Cafeteria Plan. The School District will maintain a pre-federal income tax medical insurance premium conversion account for bargaining unit members.

Participation in the medical insurance premium conversion account will be governed by the Collective Bargaining Agreement. If a participant elects health coverage requiring a premium co-pay, the premium co-pay will be taken out of salary through regular payroll deduction on a before-tax basis, unless an affirmative election is made to use "after-tax" payroll deduction.

Employees who experience a change in family status or other qualifying event within the meaning of the premium conversion plan document that apply to this pre-tax account may, in certain circumstances, enroll after the start of the plan year, or stop further deductions during the year.

d. Effective January 1, 2018, employees electing to participate in the School District's medical coverage will contribute 1.25% of their compensation and effective September 1, 2020, 1.5% of their compensation.

e. The School District shall be responsible for the management of the medical plans.

The medical plans shall be self-funded with appropriate stop-loss coverage as determined by the School District. Medical plans must include all current and future federal and state mandated programs.

The School District shall introduce and maintain an employee health management program including disease management and wellness. Incentives for participation and engagement in this program may be included at the discretion of the School District.

2. Prescription Coverage. Effective March 1, 2004, the School District of Philadelphia shall provide bargaining unit members prescription coverage with

the following co-payments: \$5 for generic drugs, \$10 for name brand drugs when no generic is available, and \$15 for name brand drugs when generics are available. Effective September 1, 2004, the School District of Philadelphia shall provide bargaining unit members prescription coverage with the following co-payments: \$10 for generic drugs, \$15 for name brand drugs when no generic is available, and \$25 for name brand drugs when generics are available.

C. The School District will continue its present participation in the premium cost of life insurance coverage.

D. Effective October 1, 2017, employees shall have the opportunity to enroll in the following weekly indemnity program:

Accumulated Sick Leave	Waiting Period (Days)	Percentage of Premium Paid by the School District	Benefit Duration
Less than 10 days	7	50%	26 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	50%	
30 but less than 60	5	65%	
60 but less than 90	4	100%	
90 but less than 120	3	100%	
120 but less than 150	2	100%	
150 but less than 180	1	100%	
180 days and over	0	100%	

Employees may enroll in the District's wage continuation program to be effective on the first of the month following a ninety (90) day waiting period or during an annual open enrollment period in May for July coverage.

The wage continuation premium will continue to be annually adjusted based on enrollment and claims experience.

An employee receiving wage continuation benefits on the date of ratification will continue to receive them under the program existing under the 2009 to 2013 collective bargaining agreement until his/her period of disability ends.

Effective with the date of this Agreement, if an employee is receiving wage continuation benefit payments pursuant to the wage continuation insurance plan described above, then health benefits coverage shall be continued in accordance with the following:

- a. If the employe has not exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation insurance program, then any remaining FMLA health care coverage shall first be applied to the period during which the employe is receiving wage continuation benefits. If employes are required to pay a contribution towards their health care, the employe on FMLA leave shall make a contribution equal to the amount of the employe contribution for the same health care coverage.
 - b. When the employe exhausts FMLA health care coverage, the employe is eligible for health care benefits for the remaining duration of the wage continuation insurance benefit payments. If employes are required to pay a contribution towards their health coverage, then the employe must make a contribution equal to the amount of the employe contribution for the same health care coverage for the period of coverage. If the employe receives wage continuation benefits for any amount of time longer than six months and the employe does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employe participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employe may elect PHSA coverage.
 - c. If the employe has exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation program, then the employe is eligible for health care coverage for the duration of the wage continuation insurance benefit payments. If employes are required to pay a contribution towards their health care coverage, then the employe must make a contribution equal to the amount of the employe contribution for the same health care coverage for the period of coverage. If the employe receives wage continuation benefits for any amount of time longer than six months and the employe does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employe participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employe may elect PHSA coverage.
- E. The School District shall contribute the sum of \$100 per employe per year to the Union's Legal Service Fund. Effective September 1, 2004, the School District will increase its contribution to \$105 per employe. Effective September 1, 2005, the School District will increase its contribution to \$110 per employe, and effective September 1, 2007, the School District will increase its contribution to \$120 per employe. Effective September 1, 2010, the School District will increase its contribution to \$135 per employe, and

effective September 1, 2011, the School District will increase its contribution to \$145 per employe.

- F. For emergency reasons only, the School District shall grant five (5) work days unpaid leave of absence.
- G. The Board agrees that any employe injured in any of the following circumstances, which shall be deemed part of the performance of a School Safety Officer's duties, shall continue to receive 100% of his/her full base salary for the duration of the employes disability, not to exceed twelve (12) months:
 - a. Assault while arresting or attempting to arrest persons.
 - b. Assault while detaining or attempting to detain persons.
 - c. Assault while dispersing disorderly crowds, protests, riots, etc.
 - d. Assault while transporting persons.
 - e. Assault while pursuing, attempting to subdue or control crowds or individuals.
 - f. Assaults arising from employment or performance of duties.

For all other cases of occupational injury as verified by medical personnel, the payment by the District shall be 75% of the full base salary for the duration of the injury not to exceed twelve months and thereafter shall be limited to the amount required by law.

Employes who are on an approved workers' compensation absence resulting from an assault, and who separate from employment due to the assault, will have medical benefits provided by the School District for five (5) years after separation from employment at the same level provided before separation so long as the employe continues to receive workers' compensation payments.

- H. In the case of a ten (10) month employe who is absent on Workers Compensation whether his/her benefit is 100% or 75% as specified above the following shall apply.
 - a. The supplement (the difference between the statutory Workers Compensation benefit and 100% or 75% of base salary respectively) shall be treated in the same manner as any other salary for 12 month payment purposes.
 - b. During the summer, the Workers Compensation benefit shall be reduced to the statutory amount and in addition summer pay as provided in Article IV, Section C shall be paid.

- I. Employees shall continue to be eligible to participate in an employer sponsored medical plan for up to 12 months following commencement of an approved occupational injury claim. If employees are required to pay a contribution towards their health coverage, then the employee must make a contribution equal to the amount of the employee contribution for the same health care coverage for the period of coverage. If the employee does not return to work following the termination of an approved occupational injury claim of a duration greater than six months but less than twelve months, or if the employee's (or former employee's) approved occupational injury claim extends beyond twelve months, the amount of approved time in excess of six months, during which the employee participates in the Employer Group Health Care Plan shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage. If employee is required to pay a contribution towards their health care, the employee on worker's compensation leave shall make a contribution equal to the amount of the employee contribution for the same health care coverage.
- J. Inoculation against childhood diseases shall be provided for any employee who desires such inoculation at no cost to the employee if it is not covered by the employee's medical insurance.

**ARTICLE X
VACATIONS**

- A. Each full-time twelve (12) month employee in the bargaining unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken:

If appointed between January 1 and April 30	1 Week
6 Months to 4 Years	2 Weeks
4 Years to 8 Years	3 Weeks
8 Years to 15 Years	4 Weeks
Over 15 Years	4 Weeks and 2 Days

- B. The above vacation privilege shall be subject to all School District regulations concerning vacations.

**ARTICLE XI
HOLIDAYS**

When the calendar has been established, there shall be no revision in that calendar which shall result in a change in the total number of workdays, holidays and unpaid days off. The calendar applicable to twelve (12) month employees covered by this Agreement shall include no fewer than 13 paid holidays, among which shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Compensation for employees who work on a holiday shall be in accordance with this Agreement.

**ARTICLE XII
SENIORITY**

- A. School District seniority is defined as uninterrupted, continuous service by appointed employees in the School District in the collective bargaining unit covered by this Agreement.
- B. All employees in the bargaining unit shall be included in one seniority list in accordance with service as defined in Section A above. In the event of a reduction in security positions, such reduction shall be accomplished in seniority order in accordance with that list.

**ARTICLE XIII
OVERTIME ASSIGNMENTS**

- A. All overtime shall be distributed equitably by school among members of the bargaining unit. Overtime shall first be offered to the Officers assigned to the location where the overtime occurs, then to other Officers within the region where the overtime occurs, then to other Officers on the basis of departmental seniority. In the case of an emergency requiring overtime, the Chief Safety Executive may select an employee or employees on the basis of availability but such employee shall be charged with the overtime worked.

The Union shall have the right to review overtime records bi-weekly in accordance with a regular schedule to be provided.

This provision shall not be construed to mean that overtime work assignments are at the option of the employee. The Superintendent and/or his/her designee reserves the right to make mandatory overtime assignments.

Effective May 1, 2010, Per Diem Substitutes working at a school location will not be offered overtime at that location unless all assigned School Safety Officers working at that location have declined the overtime opportunity.

- B.
 1. Employees required to work on a sixth consecutive day shall be paid at one and one half times their regular hourly rate for work on that day. Employees required to work on a seventh consecutive day shall be compensated at two times their regular hourly rate for all hours worked on that day. Paid or unpaid time off taken during the workweek within which overtime is assigned or worked will not be counted as "consecutive days" for purposes of calculating overtime under this section, unless such time off is covered by the Family and Medical Leave Act.
 2. A School Safety Officer who works on a holiday or is required to be on patrol or report to a school facility or building on a snow day shall be paid double his/her normal hourly rate of pay for all hours worked on such day plus straight time for the day.

3. Effective September 1, 1993, an employe shall be paid at the rate of one and one-half his/her regular hourly rate for all work performed in addition to his/her regularly scheduled work-day.
- C. An employe who has received any discipline because of attendance shall be ineligible for overtime assignments unless his/her record is free from discipline for attendance for a six (6) month period.
- D. All employes who work evening school overtime assignments must wear a uniform which shall be provided by the School District.
- E. Ten Month School Safety Officers shall have the opportunity to select one summer assignment in order of seniority at the location where they are regularly assigned. If additional summer assignments are available at a location, Ten Month School Safety Officers who have not yet selected a summer assignment shall have the opportunity to select such assignments in order of system-wide seniority. In the event all Ten Month School Safety Officers have had the opportunity to select a summer assignment and summer assignments remain available, Ten Month School Safety Officers shall have the opportunity to select a second summer assignment in order of seniority.
- F. The parties agree to form an Overtime Committee to discuss all overtime-related issues including timely payment of overtime and verification of earned overtime.
- G. Patrol officers on A, B and C Squads who are either working or on RDO on a day when an overtime opportunity arises will be considered for the overtime opportunity pursuant to Article XIII A of the CBA with respect to the equitable distribution of overtime. Officers will not be considered for an overtime opportunity if it would result in a conflict with their regular shift.

Patrol officers on A, B and C Squads who are on any approved day off other than RDO including, but not limited to, vacation, sick leave, personal leave or workers compensation shall not be considered available for an overtime assignment and shall not be entitled to file a grievance with respect to any overtime opportunity while on such approved day off other than RDO.

ARTICLE XIV MISCELLANEOUS

- A. Whenever an employe who is assigned to a night shift is required to appear as a witness in court, at any hearing or before any tribunal in school related matters in connection with his/her employment, which causes him to work additional time over what he would be required to work on his normal work schedule, he/she shall be entitled to the following:

He/she shall be released from duty for the first two hours of his/her shift following the appearance, if he/she is on the second shift. If the employe is on the third shift, he/she shall be released two hours before the end of his/her shift preceding the appearance. If such court appearance occurs on a day the employe is not scheduled to work, he/she shall be paid for such appearance but in no event for less than two (2) hours. The Employer

will make best efforts to provide at least two (2) days' notice when practicable of any such appearance.

- B. Where any 2nd or 3rd shift employe desires to utilize time off accumulated under this Agreement, he/she shall give three (3) weekdays' written notice, not including holidays, to the Employer. The day of submission of the request shall not count on the three (3) days' notice requirement. The Employer shall grant all such requests made, where possible, consistent with providing adequate security. This provision on notice shall not apply in cases of bona fide emergency. All such time off accumulated for other than a holiday worked shall be utilized within six (6) months of the date such time off is accumulated, and each employe shall have the right to such time off within the six (6) months period. If the Employer does not permit any employe to utilize such time off within the six (6) months period, such time off will carry over to the next six (6) months period from the date of the refusal of the request for the time off. All time off requested will be charged against the oldest time off accumulated.

Where requests for time off under this Article interfere with adequate security, such request shall be granted where possible by seniority. Once a request has actually been approved, a later request for time off at the same time will not be given priority under the seniority rule. The seniority rule shall not apply in cases of bona fide emergency.

- C. Probationary employes shall be defined as newly hired employes appointed after June 30, 1996, who will serve a probationary period of six (6) working months starting from the first day worked. Such employes shall be entitled to full health and welfare benefits after ninety (90) working days but shall not be entitled to sick leave, wage continuation insurance and personal leave during the six month probationary period. Probationary employes shall be required to submit to up to two unannounced drug and alcohol tests during their probationary period of employment. During this probationary period an employe may be transferred or terminated without cause at the discretion of the Superintendent. Provided, however, that an authorization for the deduction of dues from the salary of such new employe shall be honored on the thirty first (31st) day of employment.
- D. An employe charged with negligence of duty, contributing to the cause of a accident, willful destruction of property, or violation of law, may be suspended without pay and immediately barred from reporting for work pending a hearing. Such an employe will be afforded such hearing within 5 working days.
- E. A School Safety Officer will be included on any school-based Committee where appropriate (i.e., safety committee).
- F. The re-employment rights of employes who are members of or who enter the Military Service of the United States shall be enforced in accordance with state and federal law.
- G. The School District will provide "safe driving" training to all day patrol officers and 2nd and 3rd shift task force patrol officers at least once. Re-training shall be on an "as

needed” basis at the discretion of the Chief Safety Executive, including but not limited to post-accident.

- H. The parties will convene a joint labor-management committee to discuss operational issues.
- I. A member of the bargaining unit shall be included as a voting member of any Accident Review Board or successor administrative entity convened to investigate and evaluate an accident involving any bargaining unit member pursuant to Directive 10.
- J. Any patrol officer who has not yet received training in use of the Baton shall receive such training no later than 6 months from the date of this Agreement. Refresher training for all patrol officers on use of the Baton shall occur in accordance with a schedule to be agreed upon by the Union and the District.

**ARTICLE XV
CONCLUSION**

This Agreement entered into by the Board of Education in the exercise of its authority under the provisions of the statutes of the Commonwealth and the Home Rule Charter provides terms and conditions for the joint relationship which benefit the School District and the employees who are parties to this Agreement and particularly the students in our school system. It is the purpose of this Agreement to preserve the complete authority of the Board of Education to take action not inconsistent with any provision of this Agreement in respect of policies necessary to the administration of the school system.

**ARTICLE XVI
DURATION OF AGREEMENT**

This Agreement shall be in effect from September 1, 2021 to August 31, 2025. Either party may give twenty (20) days written notice of its intention to open negotiations for a new Agreement in accordance with the procedures and time schedule as outlined by applicable law.

**ARTICLE XVII
STATEMENT OF INTENTION**

Neither party by its acceptance of this Agreement waives, surrenders or release any rights, privileges or benefits, except as specifically stated in this Agreement. The parties retain all other benefits provided under the laws, statutes, ordinances, or regulations of the Commonwealth of Pennsylvania or any of its departments or courts of all jurisdictions.

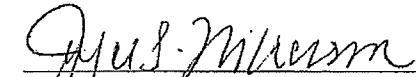
**ARTICLE XVIII
WAIVERS**


The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations will be conducted whether contained herein or not during the life of this Agreement.

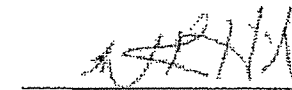
SIGNATURES

School District of Philadelphia

School Police Association of Philadelphia


Joyce S. Wilkerson, President
Board of Education


Royce Merriweather, President
School Police Association of Philadelphia


William R. Hite, Jr., Ed.D.
Superintendent, School District of
Philadelphia

SIDE LETTERS

The School District of Philadelphia and the School Police Association of Philadelphia hereby agree to the following side letters:

Grievance concerning Vacancies

The Parties agree to resolve the outstanding grievance concerning vacancies. The District will allow, on a one-time basis, officers displaced from schools listed in Appendix A to return to those schools effective January 1, 2018. The District will maintain bid positions in these schools for the duration of this Agreement. As officers in bid positions in the Appendix A schools resign, retire, or voluntarily transfer from a bid Appendix A position the District may choose to retain the position as a bid position or remove it from the bid position list.

Lump Sum Termination Payments

Upon resolution of the issue of the District's withholding of union dues from lump sum payments made upon separation from employment, the District will apply that practice to lump sum termination payments made to this unit.

Appendix A

<u>SMS ORGANIZATION NAME</u>
BARTRAM, JOHN HIGH SCHOOL
WEST PHILADELPHIA HIGH SCHOOL
SAYRE, WILLIAM L. HIGH SCHOOL
SOUTH PHILADELPHIA H.S.
FRANKLIN, BENJAMIN HIGH SCHOOL
FURNESS, HORACE HIGH SCHOOL
FRANKLIN LEARNING CENTER
OVERBROOK HIGH SCHOOL
ENGINEERING & SCIENCE HIGH
DOBBINS, MURRELL HIGH SCHOOL
STRAWBERRY MANSION HIGH SCHOOL
EDISON, THOMAS A. HIGH SCHOOL
MASTBAUM, JULES E. HIGH SCHOOL
PARKWAY-NORTHWEST HIGH SCHOOL
PARKWAY CENTER CITY HIGH SCHL
PARKWAY WEST HIGH SCHOOL
PENN TREATY HIGH SCHOOL
KENSINGTON CAPA
KENSINGTON URBAN EDUCATION
CENTRAL HIGH SCHOOL
ROXBOROUGH HIGH SCHOOL
SAUL, WALTER B. HIGH SCHOOL
GIRLS, PHILA HIGH SCHOOL FOR
KING, MARTIN LUTHER HIGH SCH.
RANDOLPH TECHNICAL HIGH SCHOOL
LANKENAU HIGH SCHOOL
FRANKFORD HIGH SCHOOL
FELS, SAMUEL HIGH SCHOOL
LINCOLN, ABRAHAM HIGH SCHOOL
NORTHEAST HIGH SCHOOL
WASHINGTON, GEORGE HIGH SCHOOL
SWENSON ARTS/TECH HIGH SCHOOL

