

# COLLECTIVE BARGAINING AGREEMENT

between  
the

HUNTINGDON AREA  
BOARD OF EDUCATION

and  
the

PENNSYLVANIA SOCIAL  
SERVICES UNION, LOCAL 668,  
SEIU

Effective: July 1, 2016 – June 30, 2019

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## **PARTIES TO THE AGREEMENT**

This Agreement is entered into by the Huntingdon Area School District hereinafter referred to as the Employer, and the Pennsylvania Social Services Union (PSSU), Local 668 of the Service Employees International Union, hereinafter referred to as the Union.

The purpose of this Agreement is the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

No Strike / No Lockout - Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement. Further, the bargaining agent pledges that it will take such positive action as may be necessary to ensure bargaining unit compliance with this no-strike pledge.

## **ARTICLE 1 - RECOGNITION**

The Union is recognized as the exclusive representative for collective bargaining purpose for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated September 19, 1974, Case No. PERA-R-4981-C.

## **ARTICLE 2 - BILL OF RIGHTS**

To insure that individual rights of employees in this unit are not violated, the following shall represent the employee's bill of rights:

- A. The employees shall have the option of Union representation at each and every step of the grievance procedure set forth in this Agreement, in accordance with language of Paragraph 606, Article 6 of the Public Employee Relations Act.
- B. The employee shall have the option of Union representation at each stage of the disciplinary proceedings instituted pursuant to Article 5 of this Agreement, in accordance with the language of Paragraph 606, Article 6 of the Public Employees Relations Act.

- C. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article 10.
- D. No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article 10, unless agreed to by both parties and each party receives a copy of the tape.
- E. Employees shall not be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect their hours, wages, or working conditions as a result of the exercise of their rights under this Agreement.
- F. In all disciplinary hearing proceedings under Article 5, the burden of proof shall rest with the Employer.

G. Personnel File

1. Contents Available - An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies (at the employee's expense) of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

2. Derogatory Material - No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had to opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his designee and attached to the file copy. An employee, who has not had any disciplinary actions taken against him or her for a period of eighteen (18) months, shall not have any disciplinary actions prior to that 18 month period used against them, except any that involve an unlawful act.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the

right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

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

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

#### **ARTICLE 4 - UNION SECURITY**

##### **Section 1. Maintenance of Membership**

Provision - The Board agrees that all employees within the bargaining unit covered by this Agreement who are members of the Union at the time this agreement is ratified or who after become members thereof during the term of this Agreement, are subject to the "Maintenance of Membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

##### **Implementation** -

1. All employees, as described in the provision, must, as a condition of continued employment, retain their membership in the Union for the duration of this Agreement, provided that any such employee or employees may resign from such membership during a period of fifteen (15) days prior to the expiration of this Agreement.
2. The Union shall notify each individual member in writing sixty (60) days prior to the expiration date of this Agreement of the "Maintenance of Membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. A copy of the written notification shall be forwarded to the superintendent at the same time. The superintendent may, upon failure of the Union to give proper notification as outlined above, notify all employees of the "Maintenance of Membership" provisions under Act 195.

Section 2. Dues Deduction - The Employer agrees to deduct the Union membership dues or other charges, if any, from the pay of those

employees who belong to the Union and who individually request in writing on the Union "Authorization for Check-off on Dues" form furnished by the Union, certifying that such deductions shall be made. The amounts to be deducted shall be submitted to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made. Deductions of these monies from the pay of any employee who makes such a request in writing shall begin no later than the second full bi-weekly pay period after the Employer has received a certified Union membership list.

Section 3. Use of Facilities - Providing a "Community Use of School Facilities" form has been processed, the Union representatives shall be permitted to use suitable school facilities to hold Union meetings during non-working hours.

Section 4. Bulletin Boards - The Union shall have the privilege of using appropriate bulletin boards for the purpose of informing employees of Union meetings, functions, affairs, and elections. All items posted must have approval by the Principal or Supervisor and bear a removal date.

Section 5. Cost and Distribution of Agreement - Copies of this Agreement shall be printed at the expense of the Board and Union equally after Agreement with the Union in format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all members of the bargaining unit now employed or hereafter employed.

## **ARTICLE 5 - JOB SECURITY**

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. The parties agree that included within the concept of just cause is the principle that disciplinary action should be corrective and progressive in nature. An employee may appeal a demotion, suspension, or discharge beginning at the second step of the grievance procedure. The Union steward shall be notified by the Employer of any disciplinary action.

Section 2. Any action instituted under Section 1 of this Article shall be implemented within four (4) weeks time after the event giving rise to such disciplinary action or knowledge thereof.

Section 3. The Employer will not discipline or harass employees in such a manner so as to embarrass the employee before the public or other employees. In addition, the employees will not act in such a manner so as to harass or embarrass management before the public or other employees.

## ARTICLE 6 - JOB CLASSIFICATIONS, WAGE RATES & DEFINITIONS

Section 1 - The following are job classifications of the employees covered by this Agreement and the basic wage rate such employees shall be paid in these job classifications. The Board shall have the discretion to place any new hire on either scale depending on the new hires education, training and experience. The Board shall meet and discuss with the Union its rationale for the placement of any new hire that the Board intends to place on the scale above the starting rates. **The Employees shall be paid via direct deposit.**

### Employees hired prior to July 1, 2006:

2.50            2.25            2.25%

	7-1-16	7-1-17	7-1-18
<b><u>Regular Custodian</u></b>			
0 Years	15.59	15.94	16.30
1-5 Years	16.47	16.84	17.22
6-10 Years	16.79	17.17	17.56
11 + Years	17.43	17.82	18.22
<b><u>Building Head Custodian –Field Technician</u></b>			
0- 5 Years	16.91	17.29	17.68
6-10 Years	17.28	17.67	18.08
11 + Years	17.88	18.28	18.69
<b><u>Building Operators</u></b>			
0- 7 months	15.64	15.99	16.35
8 months to 5 years	16.69	17.07	17.45
5 to 10 years	17.73	18.13	18.54
11+ years	18.69	19.11	19.54
<b><u>Part Time Custodians</u></b>			
	15.24	15.58	15.93

### Employees hired in the below classifications on or after July 1, 2006:

2.50            2.25            2.25%

	7-1-16	7-1-17	7-1-18
<b><u>Regular Custodian</u></b>			
0 Years	11.19	11.44	11.70
1-5 Years	11.49	11.75	12.01
6-10 Years	11.81	12.08	12.35
11 + Years	12.13	12.40	12.68
<b><u>Building Head Custodian –Field Technician</u></b>			
0- 5 Years	11.81	12.08	12.35
6-10 Years	12.13	12.40	12.68
11 + Years	12.42	12.70	12.99
<b><u>Part Time Custodians</u></b>			
	11.19	11.44	11.70

Section 2. All provisions of this Contract shall refer to those employees with regular schedules and shall be uniform unless a clause expressly addresses itself to specific employee designation.

**Definitions:**

- A. Full-time Employees - Those employees scheduled to work more than five and a half (5.5) hours a day.
- B. Part-time Employees- Those employees who are regularly scheduled to work five and a half (5.5) or less a day on a twelve (12) month schedule.
- C. Temporary Employee - an employee who is employed to work as a substitute during the absence, vacation, or sick leave of someone else, or anyone employed to do work of a special nature that would be temporary.

Temporary or substitute employees are excluded from coverage under this Agreement.

During the summer months when school is not in session, temporary workers shall not be utilized Saturday, Sunday or Holidays unless their presence is to assist regular staff or a regular staff person unable to work.

- F. Custodians - employees who perform their duties at the direction of Building (Head) Custodians or upper level supervisory personnel.
- G. Part-time Custodians - employees who, according to a previously established work schedule of five and a half (5.5) hours or less per day, perform their duties at the direction of Building (Head) Custodians or upper level supervisory personnel, but are not solely responsible for the entire building.
- H. Building Head Custodians – will have overall supervision and direction of the entire regular custodial staff of the buildings. It is understood and agreed that such direction shall not be of a disciplinary nature. Building Head Custodians will answer to the principal of the building and the Building Grounds Supervisor and Building Operator.
- I. Building Operator - an employee on the first shift as appointed by the Building and Grounds Supervisor after consulting with the Chief



Union Steward. The Building Operator shall have overall supervision and direction of the entire custodial staff for the building. It is understood and agreed that such direction shall not be of a disciplinary nature.

- J. Field Technician – an employee that prepares and maintains all athletic fields. Maintains all equipment and buildings associated with the athletic fields. Maintenance on equipment associated with the athletic department. Order materials and supplies as needed. This Position will be appointed by the Building and Grounds Supervisor after consulting with the Chief Union Steward.

Section 3. The employer agrees to supply six (6) Shirts for full-time employees each September 1st. The school identification patch must be attached to the Shirt.

Section 4. The employer agrees to supply three (3) Shirts for part time employees each September 1<sup>st</sup>. The school identification patch must be attached to the Shirt.

## **ARTICLE 7 - WORKWEEK AND HOUR REGULATIONS**

Section 1. The regular 40-hour work week shall be five (5) consecutive days of eight (8) consecution hours. The regular part-time workweek shall consist of 27.5 hours or less per week.

Section 2. A regular work schedule will be posted for all employees at job locations. Such schedules shall not be subject to change unless changes are mutually agreed upon by the Union and the Employer or in case of emergency.

Section 3. Time and one-half will be paid for all compensable hours worked in excess of eight (8) hours in any workday and forty (40) hours in any workweek. Whenever an employee is called to work on a Saturday, Sunday, holiday or other day he/she is not regularly scheduled to work, the employee will be guaranteed two (2) hours pay at the appropriate rate, or comp time at the same rate, at the option of the employee, except that during the first two (2) calendar years of regular employment an employee, may be compensated for overtime with comp time at management's discretion. Compensable hours will be limited to 80 hour's. When an employee reaches 80 hours, all additional hours will be paid at his/her appropriate rate.

All part-time employees will be paid time-and-one-half for hours worked in excess of forty (40) hours per week. Any arrangement on comp time shall not violate state and/or Federal wage/hours standards.

Section 4. In the event an employee performs work in a higher classification for five (5) days or more consecutively, the employee will be compensated for the higher-level work.

Section 5. Skilled Work - In the event a custodian is asked to perform duties of a skilled worker, that exceeds one (1) hour daily, with prior approval of the Supervisor of Buildings and Grounds, in cooperation with the Superintendent, the custodian shall receive the hourly rate of \$19.00.

Section 6. The eight (8) hour shift shall include one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute rest breaks per posted schedule.

Part-time employee's shift shall include one (1) fifteen (15) minute rest break schedule at mid-shift for each employee.

Section 7. Overtime work shall be offered to employees by building seniority on a rotating basis providing the employee is qualified to do the work. In the event that no employee accepts said overtime, it will then be offered throughout the District by seniority on a rotating basis.

Section 8. Any employee who works for less than a full day and is laid off through no fault of his/her own shall be paid for no less than four (4) hours worked.

## **ARTICLE 8 - HOLIDAYS**

Section 1. Full-time employees governed by their regular schedules shall be entitled to the following paid holidays at the appropriate individual rate:

New Year's Day	Day after Thanksgiving Day
Good Friday	December 24th
Memorial Day	Christmas Day
Independence Day	December 31 <sup>st</sup>
Labor Day	<b>2 Floating Holidays</b> (with supervisor's approval)
Thanksgiving Day	

Section 2. When any of the above-designated holidays falls during a weekend, the holiday will be observed in accordance with the school calendar and at the discretion of the Building and Grounds Supervisor. All regular employees shall be entitled to the above mentioned legal holidays except when it is necessary to meet operating requirements and maintain

service. In this event, any employee scheduled to work on the above designated holiday shall, at his/her option, be allowed another day off as scheduling will permit or be compensated at the rate of one and one-half (1 ½) the regular hourly rate. Saturday and Sunday will not apply to part-time employees.

Section 3. Any employee on sick leave who otherwise would be entitled to a paid holiday shall not have the holiday charged against his/her sick leave.

Section 4. Employees will be paid double the regular non-holiday rate for hours worked beyond eight (8) on a holiday.

Section 5 **To receive holiday pay the employee must not be in unpaid leave status the last scheduled workday before and the first scheduled workday after the holiday.**

## ARTICLE 9

Section 1. All full-time and part-time twelve (12) month employees shall be entitled to receive the following vacations with pay. **The part-time employee's day shall have the same duration as the employee's normal working day when determining appropriate pay.**

<u>Years of Service</u>	<u>Vacation Schedule</u>
0 – 5	12 days/yr. earned 1 day/month
6 – 10	15 days/yr. earned 1.25 days/month
11 – 15	18 days/yr. earned 1.50 days/month
16 – 20	21 days/yr. earned 1.75 days/month
21 +	24 days/yr. earned 2 days/month

Section 2. Full-time nine-month employees and part-time nine-month employees shall be entitled to prorated vacations if they work during summer months.

Section 3. Ordinarily, vacations will be taken when school is not in session; however, a limited number of employees may take their vacations during winter months when school is in session, with the approval of appropriate management personnel. In the event two or more employees request the same vacation period, seniority will govern.

Section 4. Once vacations are scheduled and approved by the Supervisor of Buildings and Grounds, they may not be changed except by mutual agreement between the Employer and employee.

Section 5. Layoffs shall end the right of an employee to accrue any more vacation time. Any person laid off shall be entitled to the vacation time earned up to the time of layoff. Absence due to illness not exceeding one hundred twenty (120) days shall not limit or abridge the employee's right to full vacation pay.

Section 6. Vacation days, which are earned by the employee, are to be used within a calendar year based upon July 1 to June 30. However, on **August 31** an employee may carry no more than **fifteen (15)** days to the following year. Any days in excess of **fifteen (15)** will be placed in his/her 403(b) or **HSA** account at 50% of their daily rate excluding overtime.

Section 7. Employees shall be given a reasonable opportunity to use their vacations days during the calendar year based upon date of hire.

**ARTICLE 10 - GRIEVANCE PROCEDURE**  
**INITIATION AND PROCESSING OF CUSTODIAL GRIEVANCES**

- A. Informal Level - the aggrieved person shall first discuss the grievance with the party in interest with the objective of resolving the matter informally within twenty (20) working days of the alleged violation.
  
- B. Level One - in the event the aggrieved person is not satisfied with the decision the informal level, he/she shall file in writing or electronically within ten (10) working days and state specifically the nature of the grievance and the provision or provisions of the contract allegedly violated to the Supervisor of Buildings and Grounds, who has the authority to adjudicate said grievance. Within ten (10) working days of receipt of the grievance, the Supervisor of Buildings and Grounds shall render his/her decision in writing.

All grievances shall be processed through the various levels until a decision has been reached that is satisfactory to the aggrieved person.

- C. Level Two - if the aggrieved is not satisfied with the disposition of the grievance at Level One, he/she may appeal within ten (10) working days an adverse decision to the Superintendent or Assistant Superintendent if so designated by the Superintendent. The Superintendent will report their decision in writing within ten (10) working days from the hearing.
  
- D. Level Three - the aggrieved, if not satisfied with the disposition of the grievance at Level Two, may request a hearing within ten (10)

working days with the Board of Education. The Board shall hold hearings within ten (10) working days and shall report their decision in writing within ten (10) working days to the employee.

NOTE: This time frame will be extended as to avoid specially called Board meetings for the sole purpose of disposition of a grievance at this level.

- E. Level Four - the aggrieved employee may, after notification of the disposition of his/her grievance under Level Three, request in writing within twenty (20) working days to the Board arbitration of the grievance in accordance with Section 903, Act 195. Within ten (10) working days of said notice, the grievant shall request the Pennsylvania Bureau of Mediation to submit a list of arbitrators to both parties. Within ten (10) working days of the receipt of such a list of acceptable arbitrators, the Board and the Union will strike names as provided for in Section 903, Act 195.

The arbitrator selected shall be immediately notified by both parties of his/her selection. The arbitrator so chosen shall conduct such investigations and hearings, as he/she may deem requisite and necessary to bring about a proper determination of the grievance submitted to him/her. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

The cost of arbitration shall be shared equally by the parties to the grievance.

### **REPRESENTATION**

At all stages of the grievance procedure, the Union employee presenting the grievance shall be entitled to be represented by a representative of the bargaining unit or the Union with which the bargaining unit is affiliated.

### **ARTICLE 11 - UNION BUSINESS**

Section 1. The Employer recognizes the right of the Union to designate Union stewards and alternates. The authority of Union stewards and alternates so designated by the Union shall be limited and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provision of the collective bargaining agreement. Such time spent during work hours will be considered hours worked but shall not exceed two (2) hours per day.
- B. Union stewards, before investigating any grievance, shall first obtain permission from his/her supervisor.
- C. The transmission of such messages and information that shall originate with and are authorized by the Local Union or its officers.

Section 2. A maximum of four (4) employees will be granted time off with pay to participate in contract negotiations if elected by the Union membership to the Negotiating Committee, and, if negotiations are scheduled during said employees regularly scheduled work shift, the Board reserves the right to reschedule these employees to permit participation in negotiations.

Section 3. A meet and discuss committee shall be comprised of Board and/or Administrative Representatives and Union members not to exceed three (3) members per representative group.

Section 4. The Employer agrees to provide one (1) day off with pay per year for the designated Union steward to attend the Union annual training conference. The cost of a substitute or overtime, if necessary, will be reimbursed by the Union to the School District.

## **ARTICLE 12 - JURY DUTY**

Section 1. An employee who is (called [not volunteered] and) required to serve as a juror or subpoenaed as a witness (other than as a party to a case) shall be granted leave with pay for the days actually served.

Section 2. Any employee subpoenaed as a witness pursuant to his/her employment must return to work upon completion of such service.

Section 3. Any payment received for jury or witness services shall be deducted from the employee's normal daily compensation.

## **ARTICLE 13 - BEREAVEMENT PAY**

Section 1. Up to three (3) days paid leave will be granted at anyone time in the event of death of any employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, brother, sister, grandparent, foster parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other member of the immediate family.

Employees shall be granted one (1) day in the event of death of any employee's **friend or close relative outside the employee's immediate family** as defined above. In the event of death or the death of an employee in the Huntingdon Area School District, the principal or immediate superior of said employee shall grant to an appropriate number of employees sufficient time to attend the funeral. Such leave will be prorated for part-time employees.

Section 2. Additional time charged to vacation days may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above.

### **ARTICLE 14 - SICK LEAVE**

Section 1. Each full-time and **part-time** employee as of the date of this Contract shall receive ten (10) days sick leave with pay each year. Any unused sick leave may be accumulated from year to year. **The part-time employee's day shall have the same duration as the employee's normal working day when determining appropriate pay.**

Section 2. Employees who have accumulated unused sick leave days as of the date of this Agreement shall continue to be entitled to them.

Section 3. Providing law permits at the time of retirement, employees with twenty (20) years of service (at least 10 years in the Huntingdon Area School District) shall be paid into a 403B or **HSA** account for all unused accumulated sick days at 50% of daily rate excluding overtime.

A. In the event of the death of an employee while in active pay status with this District, payment will be made to the employee's beneficiary at the above rate for all unused sick leave, regardless of length of service.

Section 4. If an employee who is under the care of a licensed physician is unable to work because of illness or other disability for a period of time exceeding his/her unused sick leave days, said employee, upon the request of his/her physician, shall be permitted up to twelve (12) additional months unpaid sick leave without loss of seniority rights. The employee must furnish the Employer with written evidence from such licensed physician once every three (3) months during such extended sick leave.

Section 5. Any disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or recovery from any of the aforesaid shall be construed as a sickness or disability and shall be treated as such

under any and all terms and conditions of this Collective Bargaining Agreement, including but not limited to sick leave and contribution to existing medical and life insurance programs.

Section 6. Any and all written and/or unwritten employment policies and practices including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this Contract shall be applied to disabilities caused or contributed by pregnancy, miscarriages, abortions, childbirth, and/or recovery from any of the aforesaid in the same manner without discrimination as applied to all other sickness and disability.

Section 7. A doctor's certificate shall be required by the Employer as proof of illness and clearance for return to work for any sick leave taken in excess of three (3) or more consecutive days. The Employer in cases of extended illness, may at its expense, hire a panel of physicians to verify the need for continued sick leave.

Section 8. Employees may use earned leave when a sickness in the immediate family requires the employee's absence from work. Immediate family is defined as parent, wife, husband, child, sister or brother or grandparent residing within or outside the household. Sick leave may also be used as required for the care of anyone residing within the employee's household whether or not related to the employee.

## **ARTICLE 15 - SENIORITY**

Section 1. Seniority is based on length of continuous service the employee has, with the employer. Seniority shall be accumulated from the date of last hire and shall not be interrupted by an extended illness or by an approved leave of absence.

Section 2. When it becomes necessary to increase or reduce the working force covered by this Agreement, seniority shall prevail. In case of layoff the employee so laid off in accordance with his/her seniority may bump any employee with less district seniority rather than to accept a layoff provided, however, that such employee is qualified as determined by the Employer to perform such work. Any employee bumped may exercise his/her seniority in a like manner. The Employer agrees to meet and discuss with the Union regarding work standards.

Section 3. When the Employer rehires any employees in any job classification, employees on layoff from said job classification shall be rehired in reverse order in which they were laid off. In the event the



Employer needs additional employees in said job classification, it shall then offer such work to employees on layoff in other job classifications in accordance with their seniority, provided such employees are capable of performing the available work as determined by supervising personnel.

Section 4. All new employees shall be considered probationary employees for a period of 45 working days from the beginning of their employment, during which time they shall have no seniority and no rights to holiday pay, insurance benefits, and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said 45-day period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the 45-day probationary period from the beginning of his/her employment, he/she shall immediately thereafter be classified as a regular employee and his/her seniority shall commence as of the date of his/her original employment, and all of his/her rights and benefits under this Agreement shall accrue from the beginning of his /her employment.

Section 5. In the event there are any job vacancies, such jobs shall be posted on bulletin boards in all work locations for a period of seven (7) consecutive working days. The Employer agrees to work diligently to fill all vacancies within a timely manner, not to exceed three (3) Board meetings.

A. For custodial positions, within the pay classification, the most senior-qualified employee who bids on the vacancy shall be appointed.

Section 6. Seniority shall be broken for any of the following reasons:

A. An employee quits or resigns.

B. An employee is discharged for just cause.

C. An employee is laid off for a period longer than two (2) years unless he/she is off sick due to injury on the job.

Section 7. The Employer shall meet and discuss with the Union regarding any contemplated layoffs and the cause, therefore.

Section 8. The Employer agrees to post on designated bulletin boards seniority lists listing all employees by seniority in job classifications and overall service within thirty (30) days of the signing of this Agreement, and yearly thereafter.

Section 9. Request for Transfer - The Board recognizes that it is desirable in making assignments to consider the interests of students along with

interests and aspirations of its employees. Requests by an employee for transfer to a different building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Union. The application shall set forth the reasons for transfer, the school or position sought and the applicant's qualifications. The Board and/or Administration shall act upon such request within a reasonable period of time after receipt thereof. The criteria for adjudging the request shall include the employee's qualifications, seniority within classification, performance, competency, the needs of the students and time of request, as well as availability of position requested.

## **ARTICLE 16 - LEAVES OF ABSENCE**

Section 1. Upon written request by the Union, the Employer shall grant a leave of absence without pay to any employee who is designated or elected by the Union to carry on the work of the Union away from the plant of the Employer. Such an employee shall suffer no loss of seniority because of his/her absence. A leave of absence up to one (1) year shall be granted to anyone employee who is elected as an officer or representative of the Union. Seniority shall accumulate during such leave of absence and the employee shall have the right to return to the bargaining unit upon termination of the year's leave.

Section 2. Personal Leave - Employees who have completed one (1) year of service with the District will be entitled to one (1) personal leave day per year. **The part-time employee's day shall have the same duration as the employee's normal working day when determining appropriate pay.**

Employees who have completed five (5) years of service with the District will be entitled to two (2) personal leave days per year.

Employees who have completed ten (10) years of service with the District will be entitled to three (3) personal leave days per year.

Employees will be authorized full salary for approved personal days. The Superintendent and Supervisor of Buildings and Grounds will approve all personal day requests. Immediate supervisors will forward such requests to the Superintendent. Any unused personal leave days, at the end of the year, will be placed in the employees 403(b) **or HSA** account at 50% of their daily rate excluding overtime

Section 3. Military Leave - Any employee entering military service shall have reemployment rights in accordance with the Federal Selective Service Act of 1967.

Section 4 Family Medical Leave Act - If certified medically disabled and confined or is entitled to leave under the Family Medical Leave Act, hereinafter called FMLA, an employee shall be granted a paid and/or unpaid leave of absence with the benefits mandated under FMLA for up to a maximum of twelve (12) weeks as defined in the Act. If the employee is unable to return to work after exhausting the twelve (12) week period, they shall be given the opportunity to continue their hospitalization/dental coverage; however, they must pay the premium in accordance with School District's policy. Their life insurance will continue with no charge to the employee.

A. All unpaid leaves of absence shall be granted or denied at the sole discretion of the School District Superintendent unless otherwise provided for in accordance with the Family Medical Leave Act of 1993.

B. In the event an employee returns from a family or medical leave by or prior to the conclusion of the twelve (12) week period as set forth in "A" above, said employee shall have the right to return to his or her former position, to the extent provided by FMLA.

C. Unpaid leaves shall be granted under this Article for an employee who is unable to perform his or her job due to their disability, only after that employee exhausts all of his or her paid sick days and all paid entitlement days (i.e.: vacation, personal, float).

Section 5. All requests for unpaid leave of absence shall be submitted to the School District Superintendent and replied to in writing.

## **ARTICLE 17 - INSURANCE**

Section 1. Health Care Insurance - The Board shall continue to provide employees and their families health care insurance. The Board will pay 90% of the insurance premiums and the Employee will pay 10%. The deductibles will be as follows:

### **2016-17**

#### **Qualified High Deductible Health Plan**

**\$1,300/\$2,600 Deductible**

**70% District contribution to a Health Savings Account (HSA)**

### **2017-18 Qualified High Deductible Health Plan**

**\$1,300/\$2,600 Deductible**

**70% District contribution to a Health Savings Account (HSA) for first year enrollees**

**60% District contribution to a Health Savings Account (HSA)**

**2018-19**

**Qualified High Deductible Health Plan**

**\$1,300/\$2,600 Deductible**

**70% District contribution to a Health Savings Account (HSA) for first year enrollees**

**60% District contribution to a Health Savings Account (HSA) for 2nd year**

**50% District contribution to a Health Savings Account (HSA)**

- F. The district will make coverage available to spouses of employees in limited circumstances. Spouses who work for, and have the opportunity for insurance through, 1) the Commonwealth of Pennsylvania; 2) any public school district; 3) any of the State System of Higher Education Universities or State owned universities funded by the State of Pennsylvania; 4) any State-related university of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University and Temple University).
- G. Injuries on the Job - Any employee injured while on the job must report the injury within forty eight (48) hours, in order to be covered under workers compensation.

The School Board reserves the right to verify the necessity of the employee to stay off the job through a medical examination by a licensed physician familiar with the employee's case history.

- H. **In the event of changes to the federal guidelines that cause the health insurance plan to fail to meet the requirements of a High Deductible Health Plan, then the contract may be reopened at the request of the Union to negotiate plan design changes or other health plan terms.**
- I. **In the event that the teachers agree to change the health insurance carrier and/or the plan benefits, providing that the carrier and/or plan benefits are equal to or better than the present health insurance carrier and/or plan benefits, and then any such change will, on its effective dates, also be applicable to members of this bargaining unit.**

Section 2. Life Insurance - The Board will pay the premium for each insurable fulltime employee to an insurance company authorized to underwrite in the Commonwealth of Pennsylvania to provide life insurance protection for eligible employees. The amount shall be the same as

provided to other bargaining units in the District. The current plan is \$35,000.00 for all eligible employees.

NOTE: It is the desire of the Board and the Union that every member of the bargaining unit benefits from all the provisions of this Article. However, it is recognized that the insurance companies involved in the above-mentioned group plan will determine whether a given employee is insurable. Consequently, the Association hereby recognizes that the Board is not promising to be an "insurer" of every member of the bargaining unit for any type of insurance coverage provided by this Agreement.

Section 3. Health and Welfare Dental Benefits - There is presently in operation a jointly administered trust fund designed to provide health and welfare benefits to employees. That trust fund, known as the "PSSU Health and Welfare Fund," has been established pursuant to the terms of a written Agreement and Declaration of Trust dated May 6, 1975, the provisions of which are hereby incorporated by reference.

However, the foregoing language does not imply any control over, interest in, or endorsement of the PSSU Health and Welfare Fund or the Declaration of Trust dated May 6, 1975, by the School District and any such control, interest or endorsement is hereby expressly denied by the District. It is also understood that the incorporation of the Declaration of Trust in no way enlarges the obligation of the Board as set forth in this Collective Bargaining Agreement nor does it any way create any direct obligations to the PSSU Health and Welfare Fund by the District.

The Board agrees to contribute monthly to the Union administered Health & Welfare Fund. The amount of contribution for each full-time employee will be \$37.16 per month. The board will continue to pay this amount or the amount equal to the District's contribution for Dental coverage as provided to other bargaining units in the District, during this life of this agreement. The employee would be responsible for any differences between the amount the Employer contributes and the actual cost.

- A. The contributions made by the Employer to the Health and Welfare Fund as indicated above, shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administration expenses of the Fund.
- B. All benefits by this Health and Welfare Fund must be designated to be excludable from the "regular rate" definition of the Fair Labor Standards Act.

- C. No dispute over a claim for any benefits extended by the Health and Welfare Fund shall be subject to any grievance procedure established in any Collective Bargaining Agreement between the Employer and the Union.
- D. It is expressly understood and agreed that the Employer does not accept, nor is the Employer charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. It is expressly agreed that the Employer's liability in any and every event, with respect to benefits extended by the Health and Welfare Fund shall be limited to the contributions indicated above.
- E. The parties agree that if an improvement in these benefits from another provider is offered at no additional cost to the School District, the parties shall meet and discuss changing the provider.

Section 4. Part-time employees (five and ½ hours or less) may participate in any of the benefits listed under Article XVII on a prorated basis. The Board's contribution shall be determined by using eight (8) as a denominator and the number of hours worked as a numerator multiplied by the full-time benefits. The difference must be paid by the part-time employee. Part-time employees may request payroll deductions in order to participate in these plans.

### **ARTICLE 18 - NON-DISCRIMINATION**

Section 1. No employee or applicant for employment covered by this Agreement shall be discriminated against with respect to hiring, compensation, or any other terms or conditions of employment because of membership in the Union or activities on behalf of the Union or because of such individual's race, color, religion, sex, national origin, religious creed, or political affiliation, nor shall this Contract be construed to limit, segregate, or classify employees in any way to deprive any individual employee of any of the benefits under this Contract for the aforesaid reasons. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee classifications regardless of sex.

Section 2. If any benefit granted under this Contract may not be put into effect because of applicable legislation, executive orders or regulations dealing with wage and price stabilization, then such benefits, or any part

thereof, including any retroactivity allowed, shall become effective at such time, in such amounts and for such.

### **ARTICLE 19 - SUBCONTRACTING**

For purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no janitorial tasks shall be subcontracted to professional cleaning services, except as expressly provided hereafter:

- A. Subcontracting can be utilized in the case of an emergency. Such subcontracting arrangements shall in no way affect the status, pay, or schedule of any regular employee.

### **ARTICLE 20 - MAINTENANCE OF STANDARDS**

Section 1. The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

Section 2. Any and all other additional benefits, prerogatives substantial rights now enjoyed, by and/or given to the employees covered by this Agreement under any laws of the Commonwealth of Pennsylvania or any political sub-division or by accepted past practices shall be continued.

Section 3. The Employer agrees not to enter into any Agreement or Contract with his employees, individually or collectively, which in anyway conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

Section 4. If substantial changes are made in the regular job duties or requirements of any job, either the Union or Employer may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in this Agreement.

Section 5. The Employer agrees to meet and discuss with the Union prior to reducing in number the full-time complement of employees covered by this Agreement. It will be apparent to the Union that such a change will not affect the workload and high standards of performance presently established by the complement.

### **ARTICLE 21 - SEPARABILITY AND SAVINGS CLAUSE**

Section 1. If any Article of Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice versa.

Section 2. In the event that any Article or Section is held invalid as per Section 1 or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

### **ARTICLE 22 - SUCCESSOR'S CLAUSE**

This Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors, and assigns.



**ARTICLE 23 - EFFECTIVE DATE**

This Agreement shall go into effect **July 1, 2016** and shall continue in full force and effect until **June 30, 2019** This Agreement shall continue from year to year unless either party shall, prior to the expiration date, notify in conformity with the Pennsylvania Public Employee Relations Act, the other party of its desire to modify or change the Agreement

**S.E.I.U Local 668**

**H.A.S.D**

John [unclear]

[Signature]

David Wapfield

[Signature]

Thomas J. Gowe

[Signature]

7/19/16

**Date**

Carol A. Evans

**Witness**

7/19/16

**Date**

[Signature]

**Witness**