

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BALDWIN-WHITEHALL SCHOOL DISTRICT

AND

BALDWIN-WHITEHALL SERVICE  
EMPLOYEES ASSOCIATION

ESPA/PSEA/NEA

July 1, 2022 – June 30, 2026

## Table of Contents

<b>PREAMBLE</b> .....	2
<b>ARTICLE I</b> .....	2
GENERAL PROVISIONS	
<b>ARTICLE II</b> .....	4
TERM OF AGREEMENT	
<b>ARTICLE III</b> .....	5
GRIEVANCE PROCEDURE	
<b>ARTICLE IV</b> .....	10
ASSOCIATION RIGHTS	
<b>ARTICLE V</b> .....	12
ASSOCIATION SECURITY	
<b>ARTICLE VI</b> .....	14
TERMS AND CONDITIONS OF EMPLOYMENT	
<b>ARTICLE VII</b> .....	22
FACILITIES DEPARTMENT	
<b>ARTICLE VIII</b> .....	24
HIRING AND SENIORITY	
<b>ARTICLE IX</b> .....	37
PERSONNEL FILES AND EVALUATION	
<b>ARTICLE X</b> .....	39
DISCIPLINARY ACTION	
<b>ARTICLE XI</b> .....	40
PAID LEAVES OF ABSENCE	
<b>ARTICLE XII</b> .....	46
UNPAID LEAVES OF ABSENCE	
<b>ARTICLE XIII</b> .....	51
BENEFITS	
<b>ARTICLE XIV</b> .....	56
OTHER BENEFITS	
<b>ARTICLE XV</b> .....	59
MISCELLANEOUS PROVISIONS	
<b>ARTICLE XVI</b> .....	60
TRANSPORTATION DEPARTMENT	
<b>ARTICLE XVII</b> .....	70
FOOD SERVICES DEPARTMENT	
<b>ARTICLE XVIII</b> .....	72
PARAPROFESSIONAL DEPARTMENT	
<b>ARTICLE XIX</b> .....	73
COMPENSATION	
<b>ARTICLE XX</b> .....	76
EXECUTION OF AGREEMENT	
<b>“APPENDIX “A”</b> .....	77
COMPENSATION SCHEDULE - TRANSPORATION SERVICES DEPARTMENT	

<b>“APPENDIX “A”</b> .....	<b>78</b>
COMPENSATION SCHEDULE TRANSPORATION SERVICES DEPARTMENT (continued)	
<b>“APPENDIX “B”</b> .....	<b>79</b>
COMPENSATION SCHEDULE - ADMINISTRATIVE SECRETARIES	
<b>“APPENDIX “C”</b> .....	<b>80</b>
COMPENSATION SCHEDULE - BUILDING SECRETARIES	
<b>“APPENDIX “D”</b> .....	<b>81</b>
COMPENSATION SCHEDULE - NOONTIME AIDES/BREAKFAST MONITORS/STUDENT MONITORS	
<b>“APPENDIX “E”</b> .....	<b>82</b>
COMPENSATION SCHEDULE - PARAPROFESSIONALS	
<b>“APPENDIX “F”</b> .....	<b>83</b>
COMPENSATION SCHEDULE - FOOD SERVICES DEPARTMENT	
<b>“APPENDIX “G”</b> .....	<b>84</b>
COMPENSATION SCHEDULE – FACILITIES DEPARTMENT	
<b>“APPENDIX “H”</b> .....	<b>85</b>
COMPENSATION SCHEDULE - COMPUTER TECHNICIANS DEPARTMENT	
<b>“APPENDIX “I”</b> .....	<b>86</b>
COMPENSATION SCHEDULE - MAINTENANCE DEPARTMENT	
<b>“APPENDIX “J”</b> .....	<b>87</b>
COMPENSATION SCHEDULE - HEALTH SERVICES NURSE	

## PREAMBLE

This Agreement has been entered into this 1<sup>st</sup> day of July 2022, by and between the Baldwin-Whitehall School District, hereinafter called the "Employer" and the Baldwin-Whitehall Service Employees Association, ESPA/PSEA/NEA hereinafter called the "Association."

## ARTICLE I

### GENERAL PROVISIONS

- A. Recognition. The Employer hereby recognizes the Association as the exclusive representative of all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board to bargain pursuant to the provisions of Act 195 of 1970 and Act 88 of 1992. The bargaining unit includes all employees certified by the Public Employees Relations Board docketed in PERA-R-6598-W as amended. Said bargaining unit employees are hereinafter referred to as "Employees."
- B. Management Rights. The Employer reserves the right and power in policy matters which are inherently managerial in character and these policy matters shall not be subject to the grievance procedure established in this Agreement.
- C. Definitions
1. Board. The term "Board" when used in this Agreement shall refer to the Board of Directors of the Baldwin-Whitehall School District.
  2. Association. The term "Association" when used in this Agreement shall refer to the Baldwin-Whitehall Service Employees Association, ESPA/PSEA/NEA.
  3. Employer. The term "Employer" when used in this Agreement shall refer to the Baldwin-Whitehall School District.
  4. District. The term "District" when used in this Agreement shall refer to the Baldwin-Whitehall School District, the Public Employer.
  5. Full-time Employee. The term "full-time" employee when used in this Agreement shall refer to a permanent employee who is regularly scheduled to work forty (40) hours or more per week for twelve (12) months.
  6. 230 Day Employee. The term "230 Day" employee when used in this agreement shall refer to a permanent employee who works 230 days per year inclusive of established holidays at the agreed upon hourly schedule. This employee group is separate from the "Full-time Employee" designation.
  7. Daily and Hourly Employee. The term "daily and hourly" employee when used in this Agreement shall refer to a permanent part-time employee who is regularly scheduled to work two (2) or more hours per day but less than twelve (12) months. This includes 220-day, 210-day, and 200-day employees.

8. Effective Date of Hire. The term effective date of hire, when used in this agreement means the date the Board approves the employee's employment as a permanent employee or the date the employee first performs work in such capacity, whichever date is the first to occur.
  9. Substitute Employee. The term "substitute" employee when used in this Agreement shall refer to an employee in any department except the Transportation Department who works on an as-needed basis to perform extra work or to replace a regular employee who is absent from work. A substitute employee shall not be used to avoid filling a regular permanent position; however, nothing in this Agreement shall preclude the Employer from filling a vacancy temporarily with a substitute employee while the job is being advertised in accordance with the provisions of this Agreement.
    - a. Status Attained. The status of substitute employee shall be attained when the Board of School Directors approves their hiring.
    - b. Workday Defined. A full workday shall constitute work for that normal daily number of hours assigned to the job classification for which the employee has been called to work.
    - c. Seniority. Substitute employees shall not accrue seniority. The hiring date shall be used only for the purpose of determining the rate of compensation as set forth in Article XVII, Compensation, and shall not be construed to mean seniority date.
    - d. Termination. Any substitute employee who has not worked at least sixty (60) days during any one school year (July 1 through June 30) when work was available shall be terminated as a substitute employee.
  10. Extra Employee. The term "extra employee" when used in this Agreement shall refer to an employee in the Transportation Department who works on an as-needed basis to perform extra work to replace a regular employee who is absent from work. Extra employees shall accrue seniority as defined in Article XV, Transportation Department.
  11. Probation Employee. The term "probation employee" when used in this Agreement shall refer to an employee who has been employed by the Board on a probationary basis as set forth in Article VII.
  12. Permanent Employee. The term "permanent employee" when used in this Agreement shall refer to an employee who has completed the probation period and has been approved by the Board as set forth in Article VII.
- D. Non-Discrimination. Both the District and the Association recognize their respective responsibilities under federal and state civil rights laws, fair employment practice laws, and other similar constitutional and statutory requirements. In this Agreement, when reference is made only to the masculine gender, it shall be understood that such reference shall include both the masculine and feminine gender.

## ARTICLE II

### TERM OF AGREEMENT

- A. Duration of Agreement. The term of this Agreement shall be for four (4) years from July 1, 2022 through June 30, 2026, and shall continue for successive one-year terms thereafter, unless or until either of the parties gives the other at least six (6) months' advance written notice of an intention to terminate or modify this Agreement prior to the end of the original term or prior to the end of any subsequent renewal term.

If either party gives notice in accordance with this provision, representatives of the Employer and the Association shall engage in bargaining in accordance with the requirements of Act 195 of 1970 and Act 88 of 1992 to develop a successor agreement. This Agreement shall remain in effect until the expiration date above provided for and thereafter during the pendency of negotiations until a new Agreement has been reached or until either party shall give the other at least forty-eight (48) hours written notice that Employee services are no longer to be provided, or permitted, pursuant to the terms and conditions of this Agreement.

- B. Modification. This Agreement shall constitute the entire Agreement between the parties except as subsequently modified by them in writing, duly executed by both parties.
- C. Waiver. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any proper subject of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth herein. Therefore, the parties each waive the right to engage in collective bargaining for the purposes of altering this current Agreement during its tenure, unless mutually agreed to by both parties. This waiver, however, in no way precludes the Association's right to commence collective bargaining, in accordance with the provisions of Act 195 and Act 88, to develop a successor agreement.
- D. Separability/Legality. If any provisions of this agreement or any application of this Agreement as to the District, the Association, or any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. No Strike/No Lockout. The Association, on behalf of itself and its members, will not cause, condone, sanction or take part in any strike as defined in Act 88 of 1992 for the duration of this Agreement.

The Employer agrees that it will not conduct a lockout as defined in Act 88 of 1992 for the duration of this Agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance Defined. A grievance is an alleged violation of this written Agreement between the Baldwin-Whitehall School District and the Baldwin-Whitehall Service Employees Association, ESPA/PSEA/NEA.
2. Day Defined. A day is defined as any day Monday through Friday, excluding legal holidays, when the District Administration Office is open to the general public.

#### B. Procedure

1. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Year-end Grievance. Every effort will be made to resolve all pending grievances prior to the end of the school year or as soon thereafter as possible.
3. Grievance Report. The grievance report shall contain a statement of the facts involved, the specific articles and/or sections violated, and the relief desired.
4. Level One - First Level Supervisor. Any employee with a grievance shall present the grievance with the association to the first level supervisor within ten (10) days after the cause of the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance, either directly or through the Association's designated representative, with the objective of resolving the matter expeditiously. Within ten (10) days after presentation of the grievance to the first level supervisor, the first level supervisor shall make his/her decision and communicate the same to the Association's designated representative.
5. Level Two - Superintendent's Designee. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the employee may file the grievance in writing with the Association within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may refer it to the Superintendent's Designee.
6. Level Three - Superintendent of Schools. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance to the Superintendent's Designee, the employee may file the grievance in writing with the Association within five (5) days after the decision at Level Two or fifteen (15) days after the grievance was presented to the second level supervisor, whichever is sooner. Within five (5)

days after receiving the written grievance, the Association may file it with the Superintendent of Schools.

7. Grievance Mediation. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) days after the grievance was filed with the Superintendent, the employee may, within five (5) days after the decision by the Superintendent or twenty (20) days after the grievance was filed with the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to either grievance mediation or arbitration. The parties may voluntarily and mutually agree to submit such grievance to nonbinding grievance mediation. The recommendation of the mediator shall be presented to both parties. Within ten (10) days after receipt of the mediator's recommendation, the Employer and the Association shall notify each other whether or not they will accept the recommendation of the mediator. If accepted by both parties, the recommendation of the mediator shall be binding upon both the Employer and the Association.
  
8. Level Four - Arbitration. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three by the Superintendent and/or through grievance mediation and if the Association desires, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
  - a. Selection of Arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator within ten (10) days after such written notice of submission to arbitration, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one remains. The person remaining shall be the arbitrator. The Employer representative shall strike the first name.
  
  - b. Award of Arbitrator. The award rendered by the arbitrator shall be binding upon the parties hereto, provided, however, that any decision of the arbitrator requiring legislation will only be effective if such legislation is enacted.
  
  - c. Decision of Arbitrator. The award of the arbitrator shall be confined exclusively to the grievance as submitted for his/her determination. The arbitrator shall have no authority to add to, modify, delete from, or replace the terms and provisions of this Agreement.
  
  - d. Costs of Arbitration. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter shall be borne equally by the Employer and grievant. Any other expenses incurred shall be paid by the party incurring same.
  
9. Grievance Form. All grievances filed and decisions rendered thereto (excepting only Grievance Mediation and Level Four - Arbitration) shall be submitted or reported on the mutually-agreed to forms. Said forms are included in the Appendix of this Agreement and are made a part hereof by reference.



10. Distribution. A designated Association representative will receive and then be responsible for distribution of Employer decisions to all Bargaining Unit members involved.

C. Miscellaneous Provisions

1. Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. Non-Agreement Issues. Any issues not documented in the agreement can be grieved through the first three levels of the grievance procedure, but shall not conclude in binding arbitration. The employee and the Association shall clearly state on the form that such grievance is being filed under the provisions of this section of the Agreement.
3. Grievance Records. No documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.
4. Meetings and Hearings. All meetings and hearings shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. All meetings and hearings shall be conducted at times mutually agreeable to the parties involved in the grievance procedure. All such meetings shall be on non-compensated time unless otherwise arranged by the Superintendent of Schools or designated representative.
5. Group Grievance. The Association may process a grievance involving a contract interpretation or question of general application to an identifiable class or group of employees. Discipline and transfer cases cannot be presented as group grievances. A group grievance must be signed by at least two of the individual employees affected, and the Association may submit said grievance directly to Level Two for processing. An arbitrator's decision concerning a group grievance shall operate prospectively only from the date of the filing of the grievance.

D. Level Supervisors by Department

1. CUSTODIAL DEPARTMENT

- |             |   |                           |
|-------------|---|---------------------------|
| Level One   | - | Facilities Manager        |
| Level Two   | - | Superintendent's Designee |
| Level Three | - | Superintendent of Schools |
| Level Four  | - | Arbitration               |

2. TRANSPORTATION DEPARTMENT

- |             |   |                           |
|-------------|---|---------------------------|
| Level One   | - | Transportation Manager    |
| Level Two   | - | Superintendent's Designee |
| Level Three | - | Superintendent of Schools |
| Level Four  | - | Arbitration               |

3. FOOD SERVICES DEPARTMENT

- Level One - Food Service Director
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

4. SECRETARIAL DEPARTMENT

- Level One - Building Principal/Employee's Supervisor
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

5. PARAPROFESSIONAL, DEAF-BLIND INTERVENER/BEHAVIOR  
TECHNICIAN EMPLOYEES DEPARTMENT

- Level One - Building Principal
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

6. HEALTH SERVICES AIDE DEPARTMENT

- Level One - Building Principal
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

7. ADMINISTRATION OFFICE EMPLOYEES' DEPARTMENT

- Level One - Director of Employee Services
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

8. NOON-TIME/BREAKFAST AIDE/STUDENT MONITOR DEPARTMENT

- Level One - Building Principal
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

9. MAINTENANCE DEPARTMENT

- Level One - Facilities Manager
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

10. INFORMATION TECHNOLOGY DEPARTMENT

- Level One - IT Director
- Level Two - Superintendent's Designee
- Level Three - Superintendent of Schools
- Level Four - Arbitration

## ARTICLE IV

### ASSOCIATION RIGHTS

- A. Association Officials. The Employer will recognize the officials of the Association as submitted to the Employer in writing within thirty (30) days of their election and/or appointment.
- B. New Employees. The names of all new employees shall be furnished to the Association within thirty (30) days after the employee's effective date of hire.
- C. Agreement Distribution. The Association agrees to inform each new employee of the Association's existence as the exclusive bargaining agent and to provide said employee with a copy of this Agreement. Copies of the current Collective Bargaining Agreement shall be printed at the expense of the Employer and distributed by the Association to all permanent and substitute employees employed as of the date of this Agreement.
- D. Use of School Facilities. The Association shall be permitted to utilize school facilities for meetings in accordance with rules and regulations as established by the District for use of the same. Authorized Association representatives shall be permitted to use District equipment during non-compensated time with approval from the employee's supervisor and in accordance with rules and regulations as established by the District for use of the same. The Association shall reimburse the District for costs for all consumable supplies.
- E. Bulletin Boards. The District shall provide the Association with a bulletin board in each building at a place as designated by the District in areas not normally assigned to or frequented by students, provided that:
  - 1. No notice or other writing may contain anything political, controversial, or critical of the District, District Officials, other institutions, any District employee, or other person.
  - 2. Upon request from the appropriate District official or designee, the Association will immediately remove any notice or the writing that the Employer believes violates paragraph one of this section.
- F. Information. The Employer agrees, upon reasonable request, to furnish Association representatives with sufficient information not otherwise readily available to the Association to enable it to bargain effectively, to understand and discuss issues raised by the Employer, and to administer this Agreement. The Employer shall not be required to furnish information of a confidential nature, nor shall it be required to compile, abstract, or summarize information for Association use.
- G. Visitation to Work Sites. The Association's Grievance Chairperson(s) or designated alternate may visit work locations to confer with members regarding grievances or other business within the scope of representation. Upon arrival at the building or work location, the Association representative shall register at the office of the building administrator/supervisor. All such visits shall be conducted with the employee on non-duty and non-compensated time (before or after the employee's work day or during the employee's lunch period).

- H. Mail Facilities. The Association shall have the right to use the established mail system and email system of the District without administrative approval, such use being limited to one (1) ordinary sized letter or bulletin per day per employee. In the event the capacity of said mail system is exceeded on any given day, regular mail will receive priority over Association mail. Office personnel or representatives designated by the principal/supervisor will place such mail in individual mailboxes.
- I. Association Days. The Association will be granted a total of two hundred (200) employee hours during each fiscal year (July 1 through June 30) of the Agreement to attend conferences, conventions, or meetings related to the Association or Association business. Requests for such time must be presented to the Superintendent or in his/her absence the Superintendent's designee in writing at least forty-eight (48) hours prior to the date of the absence. When such requests are made, every effort will be made to distribute the employees involved so that absenteeism is at a minimum in a single work location. All travel, maintenance, and other comparable expenses of the employee for participation in such an event shall be the responsibility of the Association.
- J. Association Official Leave of Absence
1. Eligibility. Upon request, in writing, an employee who is elected as an official of the Association shall be entitled to an unpaid leave of absence for a period of not less than one (1) year and not more than three (3) years during his term of office.
  2. Procedure. At least sixty (60) days in advance of the requested commencement date, the employee shall submit written notification to the Superintendent of Schools, stating the commencement date and the anticipated return date for the leave. Written notification of intent to return from leave shall likewise be submitted to the Superintendent at least sixty (60) days in advance of the anticipated return date. Failure to give the required notification of return shall constitute resignation from employment.
  3. Seniority. The employee shall accrue seniority during the course of the leave of absence under the provisions of this section.
- K. Association Identification. No employee shall be prevented from wearing pins or other similar pin size identification of membership in the Association or its affiliates.

## ARTICLE V

### ASSOCIATION SECURITY

#### A. Membership Dues Deductions

1. Deduction from Pay. The Employer agrees to deduct the Association's monthly membership dues from the pay of those employees who individually request in writing that said deductions be made. The amounts to be deducted shall be certified by the Association to the Employer, and the aggregate deductions of all employees shall be remitted with an itemized statement to the Association by the last day of the succeeding month after such deductions are made.
2. Equal Monthly Installments. For full-time and for daily and hourly employees, deductions referred to in paragraph one will be made in as nearly equal ten (10) installments as practicable during the school year beginning on the first pay period in October and ending prior to April 30.
3. Cards Supplied to Employer. No later than the first day of each month, the Association will provide the Employer with authorization forms of those employees who have authorized the Employer to deduct dues for the Baldwin-Whitehall Service Employees Association/ESPA/PSEA/NEA as specified in paragraph one above.
4. Indemnification Clause. The Association shall indemnify, defend and save harmless the Employer, its agents and employees, from any and all claims, demands, suits and/or causes of action in law or otherwise arising out of the Employer's performance of its obligation to honor Association Authorization Forms and to deduct dues as above set forth.

B. Maintenance of Membership. The Employer agrees that all employees who are presently members of the Association or who become members during the life of this Agreement shall be subject to the "Maintenance of Membership" provisions of this Agreement as well as Article III, Subsection (18) of the Public Employees Relations Act, Act 195 of 1970. Said employees must remain members of the Association for the life of the collective bargaining agreement with the proviso that upon written notice to the Association and the Employer within fifteen (15) days prior to the expiration of said Agreement, they may withdraw their membership. Failure to comply shall not be grounds for dismissal; however, the Employer shall continue to withhold dues deductions from the salary of the employee until the appropriate notice of withdrawal is received under the guidelines as set forth.

#### C. Fair Share Fee - Payroll Deduction

In the event legislation or court precedent overrules or modifies the Janus v. AFSCME Supreme Court decision, a provision for collection of fair share fees from non-members and remission of said fees to the Association shall be reinstated into this Agreement based on the law in effect at that time.

D. Voluntary Political Deductions

1. Deductions from Pay. The Employer agrees to deduct voluntary contributions from the pay of employees, bi-weekly, who are Association members and who submit written deduction authorizations. The amounts to be deducted shall be set forth by the employee on the deduction authorization form. The amounts that are deducted shall be remitted with an itemized statement to the Baldwin-Whitehall Service Employees Association/ESPA/PSEA/NEA by the last day of the succeeding month after such deductions are made.
2. Cards Supplied to Employer. No later than the first day of March of each year, the Association will provide the Employer with the authorization forms of those employees who have authorized the Employer to deduct voluntary political contributions to the Baldwin-Whitehall Service Employees Association/ESPA/PSEA/NEA as specified in Paragraph 1 above.
3. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Employer, its agents and employees, from any and all claims, demands, suits, and/or causes of action in law or otherwise arising out of the Employer's performance of its obligation to honor Baldwin-Whitehall Service Employees/ESPA/PSEA/NEA Authorization Forms and to deduct such contributions as set forth in this Section.

- E. Monthly Meetings. Once each month representatives of the Local Association and representatives of the employer will gather informally to discuss matters of mutual concerns. Either party will request the presence of other individuals including, but not limited to, other members of the administration staff or representatives of the Association. If deemed necessary and appropriate by either party, such meetings may be requested more often than prescribed by this section.

Prior to this meeting each party will present their agenda one week in advance.

## ARTICLE VI

### TERMS AND CONDITIONS OF EMPLOYMENT

#### A. Normal Work Days and Normal Work Year - Full-Time Employees and Daily and Hourly Employees

##### 1. Custodial Department

###### a. Custodial Lead and Full-Time Custodians

(1) Work Day. Employees in Category I (Custodial Lead 260 Day), Category II (Custodial Lead 230 Day), Category III (Custodians 260 day) and Category IV (Custodians 230 Day) shall work eight (8) hours per day including a twenty (20) minute lunch period. In addition, two (2) fifteen-minute breaks shall be scheduled during the eight-hour work day.

(2) Work Year. The normal work year for employees in these categories shall be:

- i. Category I - (Custodial Lead) 260 days
- ii. Category II – (Custodial Lead) 230 days
- iii. Category III – (Custodian) 260 days
- iv. Category IV – (Custodian) 230 days

###### b. Daily and Hourly Custodians

(1) Work Day. Employees in Category V shall work either four (4) or six (6) hours per day. Two (2) fifteen-minute breaks shall be scheduled during the paid work period for six-hour employees. One (1) fifteen-minute break shall be scheduled during the paid work period for four-hour employees. No lunch period is authorized.

(2) Work Year. The normal work year for employees in this category shall be 220 days, however the administration custodians normal work year shall be 12 months.

##### 2. Maintenance Department

a. Work Day. Employees in this department shall work eight (8) hours exclusive of an unpaid one-half (1/2) hour duty-free lunch period. Two (2) fifteen-minute breaks shall be scheduled during the paid work period.

b. Work Year. The normal work year for employees in this department shall be twelve months.



3. Food Services Department

- a. Work Day. Head Cooks. Employees in this category shall work their scheduled hours. Workers scheduled for Three Hours or less shall not have an authorized break. No lunch period is authorized. Workers scheduled for Three-and-one half hours to five-and one-half hours shall be scheduled for one (1) fifteen-minute break. Workers scheduled for Six Hours or more shall be scheduled for two (2) fifteen-minute breaks. No lunch period is authorized.
- b. Work Day. Grill Worker. Employees in this category shall work their scheduled hours. Workers scheduled for Three Hours or less shall not have an authorized break. No lunch period is authorized. Workers scheduled for Three-and-one half hours to five-and one-half hours shall be scheduled for one (1) fifteen-minute break. Workers scheduled for Six Hours or more shall be scheduled for two (2) fifteen-minute breaks. No lunch period is authorized.
- c. Work Day General Workers. Employees in this category shall work their scheduled hours. Workers scheduled for Three- and One-Half Hours to Five- and One-Half Hours shall be scheduled for one (1) fifteen-minute break. Workers scheduled for Three Hours or less shall not have an authorized break. No lunch period is authorized for any General Worker.
- d. Work Year. The work year for employees in the Food Services Department shall normally coincide with the regular school term for students.
- e. Preparation Time. On the first day of the school term for students each year, all food service employees shall work one hour more than set forth above in Section a.

4. Secretarial Department

- a. Work Day.
  - (1) All Employees in the Secretarial Department shall work eight (8) hours per day exclusive of an unpaid, one-half (1/2) hour, duty-free lunch period. Two (2) fifteen-minute breaks shall be scheduled during the paid work period.
  - (2) The District may create four (4) hour positions. The District shall not transfer or cause the bumping of any existing eight (8) hour secretarial employee to a four (4) hour position except to avoid a furlough. The District shall not utilize the provisions of this subparagraph to split an existing eight (8) hour position into two (2) four (4) hour positions.
- b. Work Year. The normal work year shall be defined as follows for each category of secretary:

- (1) Category I Secretaries shall work twelve months.
- (2) Category II Secretaries shall work 230 days per year.
- (3) Category III Secretaries shall work 210 days per year, eight hours per day.
- (4) Category IV Secretaries shall work 200 days per year.
- (5) Category V Secretaries shall work 210 days per year, four hours per day.

5. Paraprofessional, Deaf-Blind Intervener, and Behavioral Technician Employees Department

a. Work Day. Paraprofessional, Deaf-Blind Intervener, and Behavioral Technician Employees shall work eight (8) hours per day exclusive of an unpaid one-half hour (1/2) duty-free lunch period. Two (2) fifteen-minute breaks shall be scheduled during the paid work period. Any duty-free break or lunch period may be combined with administrative approval.

b. Lunch Time and Breaks

(1) All Paraprofessional, Deaf-Blind Intervener, and Behavioral Technician Employees' fifteen (15) minute morning and afternoon breaks or 30-minute combined break will be scheduled while the students are in school. A duty-free thirty (30) minute lunch break will be scheduled no earlier than 30 minutes prior to or 30 minutes after normal cafeteria operating hours.

(2) All employees in Category II shall work four (4) hours per day inclusive of one (1) fifteen-minute break. No lunch period is authorized.

c. Work Year. Paraprofessionals shall work the same number of days as attended by the students plus one additional day at the regular rate of pay. Up to three additional days may be scheduled by August 15<sup>th</sup> at the training rate.

6. Health Services Aide Department

a. Work Day. Employees shall work seven and one-half (7.5) hours per day exclusive of an unpaid one-half hour (1/2) duty-free lunch period. Two (2) fifteen-minute breaks shall be scheduled during the paid work period.

b. Work Year. Employees in this department shall normally work 230-days per year.

7. Administrative Office Department

- a. Work Day. Employees in Category I shall work eight (8) hours per day, exclusive of an unpaid one-half (1/2) hour duty-free lunch period. Two (2) fifteen-minute breaks shall be scheduled during the paid work period. Employees in Category II shall work the equivalent of four (4) hours per day. One (1) fifteen-minute breaks shall be scheduled during the paid work period-with flexible hours to be approved by the supervisor; no lunch period is authorized.
- b. Work Year. The normal work year for employees in these categories, except Category II shall be twelve months. The work year for Category II shall normally be 210 days.

8. Noon-time/Breakfast Aide and Student Monitor Department

- a. Work Day.
  - (1) Noon-time Aides shall work a minimum of two (2) hours per day but be paid for time worked.
  - (2) Breakfast Aides shall work a minimum of one (1) hour per day. No meal period or breaks are authorized.
  - (3) Student Monitors shall work seven (7) hours per day exclusive of an unpaid thirty (30) minute duty-free lunch period. One (1) fifteen (15) minute break shall be scheduled during the paid work period.
- b. Work Year. The normal work year for employees in this category shall coincide with the regular school term for students.

9. Computer Technicians Department

- a. Work Day. Employees in Category I (Level I Technicians), Category II (Level II Technicians), Category III (Level I Technicians), and Category IV (Level II Technicians) shall work eight (8) hours per day, exclusive of an unpaid one-half (1/2) hour duty-free lunch period. Two (2) fifteen-minute (15) breaks shall be scheduled during the paid work period.
- b. Work Year. The normal work year for employees in this category shall be as follows:
  - (1) Category I – 260 Days
  - (2) Category II – 260 Days
  - (3) Category III – 230 Days
  - (4) Category IV – 230 Days

B. Shifts/Work Week

1. Split Shifts. Split shifts shall not generally be used except in the Transportation Department. When an employee is working in more than one job classification and/or department, the employee may be required to work a split shift.
2. Work Week Defined. The regular work week shall begin at 12:01 A.M. on Sunday and shall end at midnight on Saturday.
3. Work Day Defined. The regular work day shall be defined as the twenty-four (24) hour period commencing with the employee's regular starting time.
4. Consecutive Days. Schedule permitting, the regular work week shall be scheduled normally during five consecutive days.
5. Daily Work Schedule. The Employer shall provide to each regular employee on or before September 15 of each year a daily work schedule indicating starting and quitting times, break times, and lunch periods. Such schedule may be changed due to adjustments in the school schedules and/or emergencies. By September 10 the employee must submit to the Superintendent's Designee his/her intent to combine break times along with his/her immediate supervisors written approval. Intent to combine break times will remain in effect throughout the school term but may be altered due to school emergencies or employee availability to cover the extended lunch.
6. Employees shall have the option to work within their skill set at the regular rate of pay to make up a maximum of ten Flexible Instruction/Remote Learning Days after the last student day of the school year.

C. Evidence of Time Worked. All employees are required to utilize the employer provided time clock for the start and end of their shift. In the event the time clock is not available, employees shall be required to document their hours worked on a signed timesheet.

D. Extra Hours

1. Extra Hours Defined. Extra hours are defined as those hours which are worked above and beyond the normally scheduled work hours (both on a daily and an annual work schedule) of daily and hourly (part-time) employees. Such extra work may include but shall not be limited to filling in for a permanent employee who is absent, performing work related to permit groups, performing work for special school functions, special events, or performing work caused by an emergency.
2. Assignment of Extra Hours. Extra hours will be distributed among daily and hourly employees on a departmental (excluding Transportation Department employees) seniority basis among the employees within each building work location in accordance with the following procedures:

- a. All daily and hourly employees in each department within each building location shall be contacted via District notification system (i.e., Skylert or other system) when extra hours are available. It will be the responsibility of the employee to ensure the District has all current contact information.
  - b. Employees interested in the extra work shall be responsible to respond to the notification within the time period specified. The District shall provide a minimum of 24 hours to respond, unless the circumstances of the work prevent such notice. Employees that do not respond to the District notification shall have no recourse against the Employer.
  - c. The extra work shall be assigned to interested employees on a rotating seniority basis by department and building location. This procedure shall be followed until all interested employees have been offered extra hours work.
  - d. If insufficient employees accept available work under this section procedure the district may require that the work be performed by employees selected by the District using a rotating reverse seniority selection procedure.
3. Computation. A daily and hourly employee who regularly works extra hours shall not change status or receive any seniority, benefit, or other credit from having worked extra hours. A daily and hourly employee who may have worked the equivalent number of hours and days as a full-time employee shall not gain status as a full-time employee.
  4. Exclusion. Nothing in this section shall preclude the Employer from using substitute employees to perform extra work provided that no substitute employee is paid overtime prior to permanent regular employees being offered either extra hours and/or overtime.

E. Overtime

1. Overtime Defined. Overtime hours shall be defined as any hours worked (holidays and vacation days, in this agreement, are to count as hours worked) in excess of forty (40) hours within a seven-day work week. A daily and hourly employee who is scheduled to work less than forty hours per week shall not become eligible for overtime payment until the employee has worked extra hours during the week to meet the forty (40) hour requirement.
2. Payment. An employee shall be paid at one and one-half (1-1/2) times his regular hourly pay rate for all hours worked (holidays and vacation days, in this agreement, are to count as hours worked) in excess of forty (40) hours during the regular work week as defined. Employees shall be paid for all overtime hours and shall not be eligible for compensatory time.
3. Overtime Approved. The employee's supervisor shall approve all overtime prior to the employee working-

4. Overtime Documented. Overtime shall be paid for the actual hours worked and shall be indicated on the employee's time card or time sheet. The reason for the overtime shall also be stated on the time record.
5. Requirement to Work. In the event that employees are required to work overtime, they shall be given at least two hours' notice prior to the mandatory overtime shift (in the case of an emergency, the employee will be given as much notice as possible).
6. On-Call. The District may establish a voluntary paid on-call list for weekend work. On call Employees shall be paid \$11 per hour while on call. If called in to work, the Employee shall be paid in accordance with the provisions of this contract related to regular and/or overtime hours.
7. Breaks during Overtime. After every four hours of overtime work, an employee shall be entitled to a thirty (30) minute paid break.
8. Distribution of Overtime. Overtime will be distributed among employees on a departmental (excluding Transportation Department employees) seniority basis among the employees within each building work location who have the qualifications to perform the work.
  - a. All permanent employees within each department, i.e., custodians, food services, etc., shall be listed by category seniority within each building or work location.
  - b. Employees interested in overtime work shall be responsible to respond to the notification within the time period specified. The District shall provide a minimum of 24 hours to respond, unless the circumstances of the work prevent such notice. Employees that do not respond to the District notification shall have no recourse against the Employer.
  - c. New permanent employees within the department/category and/or the building location will have their names added to the seniority roster in the appropriate order.
  - d. If insufficient employees are available within a specific building, the Employer shall have the right to request employees from other building locations to work provided that the seniority rosters for those buildings are followed.
9. Paraprofessional Overtime. When overtime is available, the paraprofessionals will be offered the overtime hours before a substitute; first by the Paraprofessional assigned to the student and/or program, then on a building-wide, seniority-based, rotating basis. If neither the paraprofessional assigned to the student and/or program nor a paraprofessional from the building accepts the assignment, the overtime will then be offered on a district-wide, seniority-based, rotating basis.
10. Prohibition on Overtime. No employee shall be required to work more than sixteen (16) hours during any twenty-four (24) hour day.

11. Exclusion. Nothing in this section shall require the Employer to pay overtime to full-time employees if substitute employees and daily and hourly employees are available to work at regular compensation; however, substitute employees shall not be offered overtime before permanent employees are first provided the opportunity.
  12. Schedule Change Prohibited. The Employer shall not temporarily change an employee's regular daily or weekly work schedule to avoid the payment of overtime hours.
- F. Requirement to Work. If insufficient employees accept available extra work or overtime under this section procedure the District may require that the work be performed by employees selected by the District using a rotating reverse seniority selection procedure.
- G. Guaranteed Hours for Call-Outs. Employees who are required to report to work after their normal work schedule at any time not in conjunction with their normal work schedule such as nights or weekends shall be paid a minimum of two (2) hours or the actual number of hours worked, whichever is greater. The minimum shall be one (1) hour for breakfast aides.
1. Maintenance and Custodial Department. If an employee in the Maintenance or Custodial Department is called out prior to the regularly scheduled starting time, the employee shall be paid a minimum of two (2) hours or the actual time worked, whichever is greater. If a Maintenance or Custodial Department employee is directed to work after the regularly scheduled quitting time, the two-hour guarantee shall not apply. The employee shall receive overtime compensation for such if so
  2. Other Departments. If an employee in any other department is called out prior to the regularly scheduled starting time, the two-hour guarantee shall not apply. If an employee is directed to work after the regularly scheduled quitting time, the two-hour guarantee shall not apply. The employee shall receive overtime compensation for such if so entitled.
- H. Guaranteed Hours for Emergencies. In the event that employees report to work for their normal schedules and cannot complete the regular schedule due to an emergency, the employees shall be paid a minimum of two hours or the actual hours worked, whichever is greater.
- I. Guaranteed Hours for Meeting/Training. Employees shall be paid a minimum of one (1) hour for any required meetings or training. If the meeting/training lasts longer than one hour, the employee shall be paid for actual time in attendance.
- J. Safety. The employer will comply with applicable laws and regulations relating to public school buildings. Employees will comply with all applicable laws and regulations relating to health and safety issues.

## ARTICLE VII

### FACILITIES DEPARTMENT

#### A. Custodian Categories and Placement

1. Custodian Department Categories. Effective July 1, 2022, the categories in the Custodian Department will be as follows:
  - a. Category I - (Custodial Lead) 260 days
  - b. Category II – (Custodial Lead) 230 days
  - c. Category III – (Custodian) 260 days
  - d. Category IV – (Custodian) 230 days
  - e. Category-V– 4-hour, 220 Day Custodians
2. Custodian Department Category Requirements
  - a. Category I and II– Custodial Lead - Employees assigned to the position of Custodial Lead shall maintain the building, grounds and equipment assigned, under the overall direction of the Assistant Facilities Director and Building Principal, including performing cleaning, janitorial and miscellaneous ordinary labor duties as directed; perform minor repair to or replacement of furniture and equipment or parts thereof; operate the mechanical services; operate vehicles/equipment; maintain the readiness and security of the building and grounds; maintain inventory of custodial and maintenance supplies; inspect, police, and safeguard school district property, buildings and grounds, and prepare athletic areas for practice and competition. Additional job duties are provided within the job description.
  - b. Category III, IV, and V – Custodians – Employees assigned to the job of Custodian shall perform custodial duties for the building or building areas to which assigned, under the direction of the Assistant Facilities Director and Building Principal, including performing cleaning and janitorial duties as assigned; operate the mechanical services; maintain the security of the building and inspect, police and safeguard school district property, building and grounds. Additional job duties are provided within the job description.
3. Newly Hired Custodian Department Employees (hired after July 1, 2022)
  - a. Employees shall be hired within the category commensurate with their qualifications
  - b. The District may place new employees at a step level consistent with their skill and experience.



B. Maintenance Categories and Placement

1. Maintenance Worker Categories. Effective July 1, 2022, the categories in the Maintenance Department will be as follows:
  - a. Category I – Certified Employee
  - b. Category II – Skilled Employee
  - c. Category III – Semi-Skilled Employee
  
2. Maintenance Category Requirements/Certification
  - a. Category I – Certified Employee - a current Master’s card, Journeyman’s card, license, or approved equivalent from a state or certifying body in one or more of the following trades: HVAC, electric, plumbing, and carpentry relevant to the role and responsibility of building maintenance. Additional areas of licensure may be added by the District as needed.
  
  - b. Category II – Skilled Employee – the completion of course or study, approved equivalent or demonstrated technical skills/experience working in a maintenance or construction setting relevant to the role and responsibility of building maintenance.
  
  - c. Category III – Semi-Skilled Employee - No required certification
  
3. Newly Hired Maintenance Employees (hired after July 1, 2022)
  - a. Employees shall be hired within the category commensurate with their qualifications
  
  - b. The District may place new employees at a step level consistent with their skill and experience.
  
  - c. Employees hired at a lower category level shall be advanced to a higher level upon completion of applicable training/certification and/or licensure programs.

## ARTICLE VIII

### HIRING AND SENIORITY

#### A. Probationary Period

1. Length. New employees shall be on probation for a period of not more than ninety (90) working days. The probationary period shall commence on the effective date of hire as a permanent full-time or permanent daily and hourly probation employee. At any time during the probationary period, an employee may be discharged or otherwise disciplined without recourse by the employee and/or the Association.
2. Wages and Benefits. A probation employee shall receive the regular rate of pay on the first day of work following approval for hire by the Board of School Directors. Probation employees shall not be eligible to receive any benefits during the term of the probationary period. Probation employees shall be eligible for all benefits to which they are entitled on the first day of the month following the completion of the probationary period.
3. Rehiring. Employees who are discharged with cause or quit and are rehired at a later date shall be considered new employees and shall be subject to a new probationary period.
4. Transfer to a New Department. An existing employee that bids a position and is hired within a department they have not previously worked shall complete a 45-workday probationary period; however, they shall maintain all earned benefits.
5. Association Notification. The name, address and job classification of all new employees shall be furnished to the Association within thirty (30) days of the completion of their probationary period.

#### B. Seniority

1. Seniority Computed for Permanent Employees. Seniority of regular permanent employees shall be calculated from the effective date of hire.
2. District Seniority. District seniority shall be defined as a regular permanent employee's length of continuous service in the District and shall be determinative only when implementing furloughs.
3. Department and Category Seniority. Department seniority shall be defined as a regular permanent employee's length of continuous service in the department(s) in which he/she is employed. Category seniority shall be defined as a regular permanent employee's length of continuous service in the category in which he/she is employed. Whenever an employee transfers to another department and/or another category within a department, the employee shall be granted a new department and/or category seniority date effective on the date of the transfer. The following shall be designated as departments and categories within each Department in the District:

- a. Custodial Department. Employees shall be included on one of the following five category seniority rosters within the Custodial Department:
- (1) Category I - (Custodial Lead) 260 days
  - (2) Category II – (Custodial Lead) 230 days
  - (3) Category III – (Custodian) 260 days
  - (4) Category IV – (Custodian) 230 days
  - (5) Category V – Daily and Hourly Custodian
- b. Maintenance Department. Employees shall be included in one seniority roster within the Maintenance Department.
- c. Exception for Custodial Department Employees. Category V custodians in the Custodial Department who work no more than four (4) hours per day may submit a bid on another four-hour position in Category V on a different shift and hold both positions; however, a custodian who does so shall continue as a daily and hourly employee and shall accrue only those benefits to which a daily and hourly employee is entitled.
- d. Transportation Department. Employees shall be included on one of the following category seniority rosters within the Transportation Department:
- (1) Category I - Mechanics
  - (2) Category II - Drivers (Bus Drivers/Van Drivers) and Extra Drivers hired prior to 3/1/97
  - (3) Category III - Attendants
  - (4) Category IV - Bus Cleaners/Service Persons
  - (5) Category V - Extra Drivers (hired after 2/28/97)
  - (6) Category VI - Extra Bus Attendants
  - (7) Category VII – Van Drivers w/ CDL Hired Before July 31, 2022
  - (8) Category VIII – Van Drivers Hired After August 1, 2022
- e. Food Services Department. All employees shall be included on one seniority roster.
- f. Secretarial Department. Employees shall be included on one of the following category seniority rosters within the Secretarial Department:
- (1) Category I - Full-time secretaries
  - (2) Category II - 230-day secretaries
  - (3) Category III - 210-day secretaries, 8 hours per day
  - (4) Category IV – 200-day secretaries
  - (5) Category V – 210-day secretaries, 4 hours per day

- g. Paraprofessional, Deaf-Blind Intervener, and Behavior Technician Employees Department. All employees shall be included on one of the following seniority rosters:
  - (1) Category I - 8 hours per day employee
  - (2) Category II – 4 hours per day employee
  
- h. Administration Office Employees. Employees shall be included on one of the following seniority rosters within the Administrative Office Employees Department:
  - (1) Category I - 12 months full-time secretary
  - (2) Category II - 230-day secretary
  - (3) Category III - 210-day secretary
  
- i. Noon-time/Breakfast Aide and Student Monitor Department. All employees shall be included on one seniority roster.
  
- j. Computer Technicians. Employees shall be included on one of the following seniority rosters within the Computer Technicians Department:
  - (1) Category I - Level I Computer Technicians, 260 days/year
  - (2) Category II - Level II Computer Technicians, 260 days/year
  - (3) Category III – Level I Computer Technicians, 230 days/year
  - (4) Category IV – Level II Computer Technicians, 230 days/year
  
- 4. Dual Department Seniority. Daily and hourly employees may be employed to work in more than one department and category in the District. When an employee works in more than one category and/or or department, her/his seniority shall be based upon the highest category and/or department where she/he works, in accordance with the provisions of paragraphs 1, 2, and 3 above.
  
- 5. Substitute Employees. Substitute employees shall accrue no seniority whatsoever under the terms of this Agreement.
  
- 6. Seniority Ties. When two or more employees have the same effective date of hire within a department or category, seniority shall be broken by lottery, the results of which shall be binding during all future employment as a bargaining unit employee. The lottery procedure shall be determined by the Employer in consultation with the Association.
  
- 7. Seniority Break. Continuity of service shall be broken and the employment relationship terminated by:
  - a. Resignation or retirement
  - b. Discharge for just cause

- c. Unauthorized absence in excess of five (5) working days, including failure to return to service following termination of an approved leave of absence
- d. Absence because of layoff exceeding twenty-four (24) months
- e. Failure of a furloughed employee to accept a recall to a comparable position for a position from which the employee was furloughed
- f. Continued absence in excess of five (5) working days after worker compensation coverage has been exhausted due to compensable injury

8. Seniority Rosters

- a. Initial Roster. The Employer and the Association shall develop and agree on a seniority roster for each department which shall be signed by both parties. The seniority roster shall be binding on all parties for each bargaining unit member's employment with the District. The roster shall show the employee's district seniority date, the department seniority date, and the category seniority date.
- b. Amended Seniority Rosters. Prior to August 1 of each year, the Employer and the Association shall edit the Seniority Rosters for all Department. The Employer and the Association shall remove the names of employees whose seniority with the District has been broken as provided in paragraph 7 of this Section. All new employees hired since the prior editing shall be added in accordance with the provisions as set forth in this Section. Seniority ties shall be broken using the procedures provided in paragraph 6 of this Section. The edited Seniority Roster shall then be signed by representatives of both parties. Each party shall retain one signed copy of the edited seniority list. This list shall be posted in each building for a period of fifteen (15) calendar days.

C. Vacancies and Transfers

- 1. Definitions. As used in this Agreement, the following definitions shall apply:
  - a. Permanent Vacancy shall mean an opening in an existing bargaining unit position caused by death, resignation, discharge, or other termination of the employment status of the incumbent or the creation of a new position.
  - b. Temporary Vacancy shall mean an opening in an existing bargaining unit position caused by the absence of the incumbent from his/her position for a period of time in excess of sixty (60) consecutive working days.
  - c. Qualifications shall mean the standards established by the Employer for any position within the bargaining unit which must be met by the employee applying for or holding the position. Qualifications shall relate to the duties and responsibilities of the position which may include and but shall not be limited to the following:

- (1) The employee's ability to complete a competency test administered by the Employer who shall have the right to administer such examination to any employee who applies for any position.
- (2) The employee's ability to interact with parents, students, general public, and other employees.
- (3) The employee's ability to work integrally with administrative officials.
- (4) The employee's educational background.
- (5) The employee's work experience.
- (6) The employee's interviews.
- (7) The licensing and/or certification requirements for any position as set forth by the Employer or federal, state, or other municipal authorities.

2. Posting of Permanent Vacancies

a. Time Limits.

During the months of September through May the District will within twenty (20) working days of the occurrence of a permanent vacancy, post the vacancy on the classified employees bulletin boards throughout the District for a period of seven (7) working days.

During the months of June, July and August the District will within twenty (20) working days of the occurrence of a permanent vacancy, post the vacancy to members of the Bargaining Unit via a Skyward, or like program, notification.

- b. Posting Information. The following information will be included on the job posting: job title, building location, hours of work, number of days of work. For custodial and food service vacancies, the current area of the job assignment shall be included; however, nothing in this Agreement shall prohibit the Employer from making changes in such custodial and food service assignments at any time when deemed necessary by the Employer.
- c. Submission of Bids. Permanent and substitute employees who wish to be considered for the posted position must submit a bid in writing to the Director of Employee Services on or before the expiration date of the posting period.
- d. Limitation on Submission of Bids. Only those permanent employees who would change building locations, shifts, hours of work, days of work, or rate of pay may submit a bid on a vacancy with the exception of custodians and food service workers, who may also submit a bid for a change of assignment within a building. Any substitute employee may submit a bid.

- e. Exception for Custodian Department Employees. Category V custodians in the Custodial Department who work no more than four (4) hours per day may submit a bid on another four-hour position in Category V on a different shift and hold both positions; however, a custodian who does so shall continue as a daily and hourly employee and shall accrue only those benefits to which a daily and hourly employee is entitled.
  - f. Exception for Transportation Department Employees. The provisions as set forth in paragraph 2 of this Section shall not apply to Category II (drivers) and Category III (attendants) of the Transportation Department.
  - g. Exception for Food Service Department Employees. Food Service Employees may submit a bid on another position in the Food Service Department if no conflict occurs between the two positions, however a food service employee who does so shall continue as a daily and hourly employee and shall accrue only those benefits to which a daily and hourly employee is entitled.
3. Filling of Permanent Vacancies
- a. Filling Vacancies with Permanent Employees within the Department
    - (1) Departments with Categories. In a department with categories, the Employer shall transfer the employee with the greatest Category Seniority who has submitted a bid within the category to fill the vacancy. If no employee within the category submits a bid and if an employee from another category submits a bid for the vacancy, the Employer shall determine the bidding employee's qualifications to do the work. If the Employer determines that two or more employees within the department are qualified to perform the work, the Employer shall transfer the employee with the greatest Category Seniority who has submitted a bid for the vacancy.
    - (2) Departments without Categories. If the department has no categories, the Employer shall transfer the employee with the greatest District Seniority in the department who has submitted a bid to fill the vacancy.
  - b. Filling Vacancies with Substitute Employees within the Department. Any substitute employee within the department may submit a bid for the vacancy. After permanent employees have exercised their rights under paragraph a, the Employer may recommend employment of the substitute provided he/she has the qualifications to perform the work required by the position. Any substitute employee who is recommended to fill a permanent vacancy shall be required to complete a probation period as required by Section A of this Article.

- c. Filling Vacancies with Employees from other Departments. In cases in which the vacancy is not filled with an applicant (either permanent employee or substitute employee) from within the involved department, the Employer may fill the vacancy with any bargaining unit employee who has submitted a bid for the vacancy and whom it judges to be qualified to do the work. If the Employer determines that two or more employees from outside the department where the vacancy occurred are qualified to perform the work, the Employer shall transfer the employee with the greatest District Seniority who has submitted a bid for the vacancy.
- d. Filling Vacancies with New Employees. If, in the opinion of the Employer, no bargaining unit employee is qualified to perform the work, the Employer may hire a new employee to fill the vacancy.
- e. Exceptions.
  - (1) Exception in the Maintenance Department. For the position of maintenance employee in the Maintenance Department, bargaining unit employees may apply for said position; however, the Employer shall have the sole right to appoint anyone including a non-bargaining unit person to fill the position.
  - (2) Exception in the Transportation Department. For the position of mechanic (Category I) in the Transportation Department, bargaining unit employees may apply for said position; however, the Employer shall have the sole right to appoint anyone including a non-bargaining unit person to fill the position.
  - (3) Exception in the Secretarial Department. For any position in the Secretarial Department, regular permanent bargaining unit employees in the department may bid for said position and the employee with the greatest Category Seniority in the department will be transferred. If no regular permanent employee within the department applies, the Employer shall have the sole right to appoint anyone including a non-bargaining unit person to fill the position.
  - (4) Exception in the Administrative Office Department. For any position in the Administrative Office Department, bargaining unit employees may apply for said position; however, the Employer shall have the sole right to appoint anyone including a non-bargaining unit person to fill the position.



4. Multiple Jobs. An employee may hold two jobs, even where the schedules of the jobs are in conflict from time to time. In the event of an insufficient workforce, the employer may adjust the work days outlined in Article VI to accommodate the operational needs. Once a sufficient workforce has been established, the work day will be shifted and the work day/work hours language will be enforced and will not be subject to the grievance procedure. The maximum hours scheduled for any employee holding multiple jobs shall not regularly exceed 40 hours per week except Transportation Department employees, who may be limited by state and/or federal law.
  
5. Trial Period. A permanent employee who requests a new position shall have a trial period not to exceed ten (10) working days to demonstrate his/her ability to perform the job duties. A permanent employee who bids on an open position at the beginning of the school year shall have a trial period not to exceed five (5) working days to demonstrate his/her ability to perform the job duties. If, during the trial period, the Employer determines that the employee is not satisfactorily performing the duties of the job, the Employer shall return the employee to the employee's former position or department. If, during the trial period, the employee determines that he/she does not desire to continue to remain in the new position, the employee shall have the right to return to his/her previous position and/or department. In the event of a department-wide bid meeting, the trial period will be waived for all positions.
  - a. Reposting Position. In the event that the permanent employee who requests a transfer is transferred to the vacancy or bid on an open position at the beginning of the school year is returned to the previous position, the next most senior employee who submitted a bid and is qualified for the position shall be transferred to fill the vacancy. If no other employee has bid on the vacancy or the open position at the beginning of the school year or if the second employee is returned to the previous position, the vacated or open position shall be reposted within three (3) days of the date that the employee was reassigned to the previous position. The vacancy or open position shall then be posted for a period of seven (7) working days.
  - b. Delay of Posting. When a permanent employee is transferred to fill a vacancy, the subsequent vacancy which has been created shall not be posted until the transferred employee has completed the trial period unless said employee waives his/her right to return to his previous position and the Employer agrees with such waiver. Upon successful completion of the trial period, the transferred employee's previous position shall be posted for a period of seven (7) working days within three (3) days of the employee completing his trial period.
  
6. Filling of Temporary Vacancies
  - a. Absences. Whenever a permanent employee is absent from work due to illness or other approved leave of absence, the Employer may fill the position with a substitute or extra employee.

- b. Temporary Vacancy. Whenever the absence of a permanent employee exceeds sixty (60) consecutive work days (holidays included), the substitute employee who has been filling the position for the absent employee will continue to fill the position until such time as the permanent employee returns to the position or the substitute employee notifies the Employer that he/she no longer desires to remain in this position.
  - c. Compensation Schedule. The substitute employee who fills a temporary vacancy shall receive the hourly rate for a permanent employee in that position beginning on the sixty-first consecutive day of work in that position.
  - d. Benefits. Any substitute employee who fills a temporary vacancy for sixty-one (61) days shall be eligible to receive all benefits to which a permanent employee would be entitled in that position on the first day of the month following the completion of sixty (60) consecutive days of work and approval by the Board.
  - e. Seniority. Substitute employees who fill temporary vacancies shall not accrue any seniority whatsoever.
  - f. Transfer to Permanent Position. If during the time that a substitute employee is filling a temporary vacancy and he is approved to fill a permanent vacancy, the substitute employee be credited with time already worked toward the probationary period and shall receive the regular rate of pay and benefits for that position consistent with the Probationary Period language of this agreement.
  - g. Exclusion. Employees in Category II (drivers) and Category III (attendants) of the Transportation Department and employees in the Food Services Department shall not be covered by the provisions of paragraph 5.
7. Involuntary Transfers. Whenever a position is transferred from one building location to another, it shall be posted in accordance with the provisions of paragraph 2 of this Section. All transfers shall be made in accordance with the provisions of paragraph 3, subparagraph a(1) or subparagraph a(2) as may be applicable. If there are more employees than available positions in the building, the Employer shall transfer the least senior employee from the building where the position has been eliminated to the building in which the position has been transferred.

D. Supervisory Vacancies. When a first level non-certificated supervisory vacancy occurs, notice of such vacancy will be posted on the classified employees bulletin boards throughout the district prior to the appointment. Those employees desiring consideration for appointment to a supervisory position will file a written letter of application with the Superintendent of Schools or designee. Due consideration will be given to bargaining unit employees who may apply. Any bargaining unit employee who is appointed to a supervisory position shall have a trial period not to exceed thirty (30) consecutive work days. If, during the trial period, the Employer determines that the employee is not satisfactorily performing the duties of the supervisory position or if the employee determines that he/she is unable to perform the duties of the supervisory position, the Employer shall return the employee to his/her previous position. If at the conclusion of the trial period, the employee is reinstated to his/her previous position, he/she shall be reinstated with all previous seniority rights which are guaranteed to bargaining unit employees. Effective on the date of his successful completion of the trial period, any bargaining unit employee who is officially appointed to a supervisory position shall forfeit all rights and benefits, including seniority, guaranteed to him by this Agreement. Any actions under this section shall not be subject to the Grievance Procedure of this Agreement.

E. Furloughs

1. Furloughs. Whenever it is necessary to reduce the work force within a department and /or category, district seniority shall govern. Except in cases of furloughs when caused by the absence of work due to destruction of property, acts of God, public disorders, strike, and other causes beyond the control of the Employer, employees shall be given a minimum of thirty (30) calendar days advanced written notice of furlough indicating the circumstances which make the furlough necessary. A copy of said letter shall be forwarded to the Association.
2. Order of Furlough. Employees shall be furloughed within the department and/or category in the following order:
  - a. Substitute employees who are working on a daily basis or are filling temporary vacancies.
  - b. Employees who have not completed their probationary period.
  - c. Permanent employees with the least amount of district seniority.
3. Permission to Bump. Employees whose positions have been eliminated as the result of a reduction of the work force within the District will be permitted to bump other employees with less district seniority within the department and/or category in accordance with the provisions as set forth in paragraph 4.
4. Departmental Order of Furlough and Bumping. If furloughs occur and if bumping is permitted, it shall be implemented using the following procedures by Department:

- a. Custodial Department. Employees within the Custodial Department shall be furloughed in inverse order of district seniority within each category. Any furloughed employee within the Custodial Department may bump a less senior employee within the department if the furloughed employee has the qualifications to do the work and has greater district seniority. Any bumped Custodial Department employee may bump a less senior employee within the department if the bumped employee has the qualifications to do the work and has greater district seniority.
- b. Secretarial Department. Secretaries will be furloughed in inverse order of district seniority within each category. Any furloughed secretary may bump a less senior secretary within the department if the furloughed secretary has the qualifications to do the work and has greater district seniority. Any bumped secretary may bump a less senior secretary within the department if the bumped secretary has the qualifications to do the work and has greater district seniority.
- c. Paraprofessional, Deaf-Blind Intervener, and Behavior Technician Employees Department. Paraprofessional, Deaf-Blind Intervener, and Behavior Technician. Employees will be furloughed in inverse order of their district seniority. Any furloughed paraprofessional may bump a less senior paraprofessional if the furloughed paraprofessional has greater district seniority and meets the criteria specified in the job description. Any bumped paraprofessional may bump a less senior paraprofessional within the department if the bumped paraprofessional has greater district seniority and meets the criteria specified in the job description.
- d. Health Services Nurse Department. Health Services Nurse employees will be furloughed in inverse order of their district seniority. Any furloughed health services nurse may bump a less senior health services nurse if they have greater district seniority. Any bumped health services nurse may bump a less senior health services nurse within the department if the bumped health services nurse has greater district seniority.
- e. Administration Office Employees. Administration Office Employees will be furloughed in inverse order of district seniority within each category. Any furloughed administration office employee may bump a less senior administration office employee within the department if the furloughed administration office employee has the qualifications to do the work and has greater district seniority. Any bumped administration office employee may bump a less senior administration office employee within the department if the bumped administration office employee has the qualifications to do the work and has greater district seniority.

- f. Cafeteria Department and Noon-Time/Breakfast Aide, and Student Monitor Department. Employees in these departments shall be furloughed in inverse order of their district seniority. A furloughed employee may bump a less senior employee in the department if the furloughed employee has greater district seniority and meets the criteria specified in the job description. A bumped employee may bump a less senior employee in the department if the bumped employee has greater district seniority and meets the criteria specified in the job description.
  - g. Transportation Department. Employees in this department shall be furloughed in inverse order of district seniority within each category. A furloughed employee may bump a less senior employee in the department if the furloughed employee has the qualifications to do the work and has greater district seniority. A bumped employee may bump a less senior employee in the department if the bumped employee has the qualifications to do the work and has greater district seniority.
  - h. Computer Technician Department. Employees in this department shall be furloughed in inverse order of district seniority within each category. A furloughed employee may bump a less senior employee in the department if the furloughed employee has the qualifications to do the work and has greater district seniority. A bumped employee may bump a less senior employee in the department if the bumped employee has the qualifications to do the work and has greater district seniority.
  - i. Maintenance Department. Employees in this department shall be furloughed in inverse order of district seniority. A furloughed employee may bump a less senior employee in the department if the furloughed employee has the qualifications to do the work and has greater district seniority and meets the criteria specified in the job description. A bumped employee may bump a less senior employee in the department if the bumped employee has the qualifications to do the work and has greater district seniority and meets the criteria specified in the job description.
5. Procedures for Bumping. Whenever it necessary to furlough employees which could result in bumping, a meeting shall be set at which time all affected employees in the department shall make their decisions with reference to any bumping rights that they may have. No bumping shall occur at any other time or place. If an employee is unable to attend the bumping meeting, he may appoint a proxy to make any and all decisions on his behalf. Such appointment shall be done in writing at least two (2) days in advance of the meeting. All such decisions made by the proxy shall be binding on the employee and no challenges shall be made by the employee with respect to the decisions of the proxy.

F. Recalls

1. Order. Employees shall be recalled in the reverse order of the furlough.
2. Notification. Notification of recall shall be in writing to the employees and a copy of said letter will be forwarded to the Association. All such notifications to the employee shall be by certified mail and shall be mailed to the employee's last known address. Within two (2) weeks of the date of the notification letter, the recalled employee shall state in writing his acceptance of the recall or submit his resignation. Failure to submit acceptance of the recall within the allotted time shall constitute resignation from employment, effective on the date the recalled employee was to return.

## ARTICLE IX

### PERSONNEL FILES AND EVALUATION

#### A. Personnel Files

1. Right of Review. An employee shall have the right, upon making an appointment, to view the contents of his personnel file. If so desired, the employee shall be entitled to have a representative of the Association accompany him during said viewing.
2. Location of Files. The official personnel file of each employee shall be kept at the District Administration Office.
3. Records in File. All information which is placed in an employee's personnel file shall be signed and dated. The employee shall receive a copy of all documents which are placed in his file.
4. Letters of Reprimand. Any letters of reprimand shall be removed and destroyed from the personnel file at the request of the employee after two (2) years provided that the employee has not received any subsequent reprimands since the date of the original reprimand. Upon receipt of a letter or memorandum of reprimand, the employee shall sign such letter or memorandum acknowledging receipt of such notification prior to placement in the employee's personnel file.

#### B. Performance Evaluation

1. Administration. The implementation and administration of an evaluation program for classified employees shall be the responsibility of the Employer.
2. Forms. Evaluations shall be provided on a form mutually agreed to by the Employer and the Association.
3. Evaluation. Employees shall be rated as satisfactory, needs improvement, or unsatisfactory for each area of work performance being evaluated.
4. Unsatisfactory Evaluation. For each area rated as unsatisfactory, an explanation shall be provided.
5. Annual Evaluation. Each classified employee shall be evaluated at least annually by the employee's immediate supervisor on the prescribed form.
6. Employee's Signature Required. The employee shall receive the completed evaluation form and shall sign one copy and return it to the immediate supervisor. Signing the evaluation form does not necessarily indicate agreement by the employee. The employee shall have the right to attach any statements to the evaluation form.
7. Personnel File. The signed evaluation form and any statements attached thereto shall become a permanent part of the employee's personnel file.

8. Meeting with Supervisor. The employee shall have the right to request a meeting with the supervisor and/or file a grievance with reference to the evaluation. Unless the evaluation results in disciplinary action, said grievance shall not conclude in binding arbitration. Any such grievance shall conclude at Level Three of the Grievance Procedure and the decision of the Superintendent of Schools shall be final.
9. Other Statements. Nothing in this Agreement shall preclude the right of the Employer to issue other statements to an employee concerning his work performance.



## ARTICLE X

### DISCIPLINARY ACTION

- A. Action Defined. Disciplinary action with just cause against an employee may include but shall not be limited to oral reprimand, written reprimand, suspension or discharge.
- B. Reprimands. When the Employer has reason to reprimand an employee, it shall not be done within the presence of other employees or the public.
- C. Notice. An employee who is suspended or discharged shall be given written notice stating the reasons for the suspension or discharge. A copy of said notice shall be forwarded to the Association.
- D. Election of Remedy. In case of proposed discharge, the employee may elect to demand a pre-termination hearing before the Board. Such demand shall be presented to the Superintendent of Schools, in writing, within ten (10) calendar days following the employee's receipt of notice of proposed discharge. The demand shall be endorsed with or have attached a statement signed by the affected employee, and by the Association's authorized representative, as follows: "By the presentation of this demand for pre-termination hearing, we hereby irrevocably waive the right to grieve and arbitrate any dispute relating to or arising from the proposed discharge." An employee may elect to proceed by grievance and arbitration, as provided in this Agreement, or demand a pre-termination hearing, but not both; and an election to demand a pre-termination hearing shall constitute an irrevocable waiver by the employee and the Association of the right to proceed under the grievance procedure with regard to the proposed discharge.
- E. Reinstatement. An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.
- F. Grievance Filed. In cases involving suspension or discharge, if grieved by the employee, the first and second steps of the grievance procedure will be waived. The grievance may be filed by the employee and the Association at the third level of the grievance procedure.
- G. Required Meetings or Hearings. Whenever any bargaining unit employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of the employee in his office or position, he shall be given prior written notice of the reasons for such meetings or interviews and shall be entitled to have a representative of the Association and/or legal counsel present to advise him and represent him during such meeting or interview.

## ARTICLE XI

### PAID LEAVES OF ABSENCE

#### A. Sick Leave

1. Full-time and 230-Day Employees. Whenever a permanent full-time bargaining unit employee or a 230-day employee is prevented by illness from following his occupation, the Employer shall pay to said employee for each day of absence the full compensation to which he may be entitled as if said employee were actually engaged in the performance of duty for a period of twelve days per year.
2. Daily and Hourly Employees. Whenever a permanent daily and hourly bargaining unit employee is prevented by illness from following his occupation, the Employer shall pay to said employee for each day of absence the full compensation to which he may be entitled as if said employee were actually engaged in the performance of his duty for a period of ten (10) days per year.
3. Cumulative Sick Leave. Any such unused sick leave shall be cumulative from year to year and may be used in whole or in part in any school year as needed. Should an employee transfer from one department and/or category to another department and/or category, his accumulated sick leave shall also be transferred on a pro-rated basis, for example, days accumulated as a four-hour employee shall accumulate as ½ days if the employee becomes an eight-hour employee.
4. Change of Status. If a regular employee changes his status from regular employee to that of substitute or extra employee, any accumulated sick leave days as of the date of change of status shall be held in an account during the duration of the employee's status as substitute or extra employee. During the time period that the employee is employed as a substitute or extra employee, he/she shall not be permitted to use any of the accumulated sick days and no further sick leave days shall be accumulated to the account. If the substitute or extra employee returns to the status of a regular employee, he/she shall be reinstated with the full number of sick days in his account effective on the date of change to regular employee status.
5. Physician's Statement Required. Whenever any employee has been absent due to illness for a period of five (5) consecutive work days or more, he/she shall submit a statement from a physician indicating the nature of the illness or disability and the employee's ability to return to the regular duties of his position.
6. Eligibility. To be eligible for sick leave pay, the employee must notify his immediate supervisor and/or make an entry in Aesop a minimum of one (1) hour prior to the beginning of the employee's work day.

- B. Extended Sick Leave. After the total accumulated sick leave of a permanent full-time and 230-day employee, secretary, or paraprofessional is exhausted in any school year and five additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for the same illness or accident, the

Employer will extend sick leave pay for an additional fifteen (15) consecutive working days. For any subsequent events, where an employee exhausts paid sick leave and ten (10) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident, the employer will extend sick leave pay for an additional ten (10) consecutive working days. The Employer may require the employee to provide timely certification from his/her health care provider as to matters related to eligibility for commencement, continuance, and return from leave. An employee shall not qualify for extended sick leave until the completion of one (1) year of service with the District.

- C. Attendance Bonus. There are two (2) perfect attendance bonus periods. The first period is July 1 to December 31 and the second is January 1 to June 30. A perfect attendance bonus earned for the first six (6) month period will be paid in the last pay in January and a perfect attendance bonus earned for the second six (6) month period will be paid in the last pay in July.

A full time or 230 Day employee who has perfect attendance in a perfect attendance bonus period during any year of this agreement will receive a \$350 attendance bonus. A daily and hourly employee who has perfect attendance in a perfect attendance bonus period during any year of this agreement will receive a \$250 attendance bonus.

The employee must be actively employed during the bonus period.

Perfect attendance is defined as not being absent from work for any full or partial day of scheduled work. The only absences that will not break perfect attendance are absences due to (1) verified bereavement leave, (2) verified jury duty, (3) vacation, provided that such vacation was scheduled one week prior to the day of the absence.

D. Personal Leave

1. Entitlement. All permanent full-time, 230 Day, and permanent daily and hourly employees shall be granted three (3) personal leave days per year.
2. Notification/Limitation. Forty-eight (48) hours written notice to the first level supervisor, stating the reasons, must be given in advance of the day requested, and not more than ten percent (10%) of the employees from any one department may be absent on the same day. Said forty-eight (48) hours' notice may be waived by the supervisor if an emergency warrants.
3. Restrictions on Use. No such absence for personal leave shall be granted on the days immediately preceding or following a holiday, following a period of illness, except under emergency conditions. No such absence will be granted during the final five (5) student days of the school term, the last teacher day of the school term, nor between August 15 and the first five (5) student days of the school term.
4. Unused Days. All unused personal leave days as of June 30 of each year shall be added to the employee's accumulated sick leave.

5. Conversion of Sick Leave. During any fiscal year (July 1 through June 30), an employee may convert not more than three (3) sick leave days to be used as personal leave days.

E. Bereavement Leave

1. Immediate Family. Whenever a permanent full-time or permanent daily and hourly employee is absent because of a death in the immediate family of said employee, there shall be no deduction in the regular compensation of said employee for an absence from the day of death to the morning of the second day following the funeral on those days on which work is available. Such absence shall not exceed five (5) consecutive work days. Immediate family shall include father, mother, spouse, child, brother, sister, parent-in-law, grandchild, near relative who resides in the employee's household, or any person with whom the employee has made his/her home.
2. Near Relative. Whenever a permanent full-time or permanent daily and hourly employee is absent because of the death of a near relative, there shall be no deduction in the regular compensation of said employee for an absence not to exceed three (3) consecutive days including the day of the funeral. If the employee has worked the date of death or any portion thereof, the leave shall begin the day after the date of the death. Near relative shall include grandfather, grandmother, aunt, uncle, first cousin, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
3. With the approval of the Superintendent, the employee may delay taking allotted bereavement days if the funeral or memorial service will not occur during the normal bereavement period after the death.
4. Additional days off may be granted by the Superintendent under this subsection E, however, personal days used for bereavement will still count as usage when determining attendance bonuses.

F. Attendance in Court of Law

1. Jury Duty. Permanent full-time, 230 Day, and daily and hourly Employees who are called for service for jury shall be excused without loss of pay.
2. Subpoenaed Witness. Permanent full-time and daily and hourly Employees who are subpoenaed as a witness in a legal case shall be excused without loss of pay.
3. District as Party in Legal Case. If the employee appears as a witness in a lawsuit where the District is a party, the employee shall receive his regular rate of pay.
4. Employee as Defendant in Criminal Court. No payment shall be due or made in which the employee is a defendant in a criminal case.

G. Vacation Leave

1. Entitlement. Only permanent full-time employees shall be entitled to vacation leave according to the following schedule based on the employee's district seniority as of July 1 of each year:
  - a. Five (5) Days:6 months through 12 months service
  - b. Ten (10) Days:13 months through 72 months service
  - c. Fifteen (15) Days:73 months through 120 months service
  - d. Twenty (20) Days:121 months of service or more
2. Selection. Vacation selections will be made during the month of April for the following school year beginning on July 1 by department seniority. All vacation to which the employee is entitled must be taken between July 1 and June 30 of the year following which the vacation was earned. Vacation shall not be accrued from year to year. Employees must provide at least one (1) week's notice prior to the scheduled date of vacation.
3. Limitation. The first two (2) weeks of an employee's vacation must be taken during the summer months when school is not in session except for the maintenance department. Any remaining vacation time may be taken during the school year provided that not more than ten per cent (10%) of the employees in a department shall request the same day or days for vacation. If more than ten per cent (10%) of the employees in a department request vacation on the same day or days during the school term, approval shall be granted to the employees on the basis of department seniority. No vacations will be authorized during the one (1) week period prior to the beginning of the school term and during the first week of the school term.
4. Pro-rated Seniority. District seniority will be pro-rated for vacation purposes for permanent daily and hourly employees who work less than seven (7) hours per day and become permanent full-time employees.
5. Paid Holidays. Paid holidays as designated in this Agreement which occur during an employee's vacation period will not be charged against the employee's vacation entitlement.
6. Vacation at Employment Severance. Upon resignation, retirement, discharge, or death of an employee, all vacation time to which the employee is entitled shall be granted to the employee or the employee's estate at the time of his separation from the district. Vacation entitlement under this paragraph shall be pro-rated based on the employee's seniority and the number of months which have been worked since the previous July 1; i.e., an employee who has fifteen (15) years of service and retires as of December 31 would be entitled to two (2) weeks (ten days) of vacation time.
7. Daily and Hourly Entitlement. Any daily and hourly employee who holds a job which is regularly scheduled for twelve (12) months per year shall be entitled to vacation leave based on the employee's District Seniority. Each day of vacation leave to which the employee is entitled shall be equivalent to the same number of hours which the employee is regularly scheduled to work.

H. Holiday Leave

1. Entitlement. Permanent full-time employees and daily and hourly employees who hold a job which is regularly scheduled to work twelve (12) months per year shall be entitled to the following paid holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas (Christmas Eve)
- Christmas Day
- Day after Christmas
- Day before New Year's Day (New Year's Eve)

2. Entitlement. Employees who are regularly scheduled to work 230 days per year shall be entitled to the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas (Christmas Eve)
- Christmas Day
- Day after Christmas
- Day before New Year's Day (New Year's Eve)

3. Compensation. An employee who is entitled to paid holidays shall receive compensation in an amount equal to his regularly scheduled daily hours times his hourly rate.

4. Work on Holiday. An employee must work on a holiday if requested to do so. Such employee shall receive the regular holiday pay to which he is entitled and shall be compensated at the rate of time and one-half for all hours worked on the holiday. In the event an employee is scheduled to work on a designated holiday because of a change in the school calendar due to a strike of other reason beyond the control of the District, the employee shall work the designated holiday at straight time with no holiday pay and shall be provided with another day of holiday pay on a day later in the school year.

5. Holiday on Weekend. If the holiday falls on a Saturday, the employee will have the preceding Friday off. If the holiday falls on a Sunday, the employee will have the following Monday off. If the employee is regularly scheduled to work on a weekend day or days and the designated holiday falls on either Saturday or Sunday, he will be entitled to holiday pay for the actual holiday.
  6. Absence Before or After Holiday. If an employee is absent from work without prior approval immediately preceding a holiday or fails to report on the first working day following the holiday without prior approval, the employee shall be deducted for all holiday pay to which he would normally be entitled.
  7. Entitlement for Daily and Hourly and Substitute Employees. Daily and hourly employees and substitute employees who are not entitled to holiday pay as set forth in paragraph 1 and who work on a holiday shall be compensated at the rate of time and one-half their regular pay rates for all hours worked on the holiday.
- I. Day Defined. The term day in this Section shall be defined to mean the individual employee's regularly scheduled work day with reference to the number of hours worked unless otherwise stipulated.

## ARTICLE XII

### UNPAID LEAVES OF ABSENCE

#### A. Unpaid Leaves of Absence

1. Eligibility/Duration. Regular daily and hourly employees and regular full-time employees who have been employed by the District for at least one (1) year shall be eligible for an unpaid personal leave of absence for a period of not less than six (6) consecutive months nor longer than one (1) calendar year. No extensions for a personal unpaid leave of absence under the provisions of this Section shall be granted except that an employee may request an extension of not more than six (6) consecutive months for the purposes of child care, child rearing, or disability.
2. Limitation. Excepting personal leaves granted for child bearing, child care, and disability, the total number of such leaves among the employees in the bargaining unit shall not exceed fifteen (15) leaves per year. The approval and granting of such leaves shall be contingent upon the availability of acceptable substitute/extra employees to ensure that adequate services can be provided by the District.
3. Compensation and Benefits. The period of leave shall be without compensation. Fringe benefits may be continued by the employee during the period of leave as specified in Article XII, Section E (Continuance of Benefits) of this Agreement. Sick leave and other rights and benefits shall not accrue during the period of personal leave. Seniority shall accrue during the period of personal leave. Upon return from leave, the employee shall retain sick leave and other rights and benefits which had accrued prior to the leave.
4. Re-employment. The employee, upon return, shall be assigned to the same position held before the leave, or to an equivalent position with regard to pay and skill.
5. Notification. At least sixty (60) days in advance of the requested commencement date, the employee shall submit written notification to the Superintendent of Schools, stating the commencement date and anticipated return date of the leave. Written notification of intention to return from leave likewise shall be submitted to the Superintendent of Schools at least sixty (60) days in advance of the anticipated return date. Failure to give the required notification of intention to return shall constitute resignation from employment. If specific circumstances have made it impossible for the employee to have anticipated the need for and/or the duration of the leave, strict adherence to the notification limits shall be waived to the extent required in such circumstances. The employee shall notify the Superintendent of Schools of any modifications in the anticipated duration of the leave.

- B. Unpaid Emergency Leave of Absence. An employee may be granted a short term leave of absence without pay for emergency reasons or to attend events which must be scheduled when the employee is scheduled to work. Such requests shall be submitted in writing to the Superintendent of Schools or his/her designee at least one week prior to the date of the leave of absence. For emergency reasons, this notification requirement may be waived. For reasons other than medical or documented emergency, there shall be a limit of five (5)



days cumulative per school year with no more than two (2) days taken consecutively. The decision of the Superintendent shall be final on such requests submitted under the provisions of this Section and shall not be subject to the provisions of the Grievance Procedure of this Agreement.

C. Family and Medical Leave

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:
  - a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.
  - b. "Family Member" means spouse, child, or parent of an employee.
  - c. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive work days, e.g., a leave schedule that reduces some of the scheduled workdays or hours per work day of an employee.
  - d. "Parent" means biological parent or person who stood in loco parentis.
  - e. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
  - f. "Spouse" means husband or wife.
  - g. "Year" means school district fiscal year, i.e., July 1 to June 30.
2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the Employer for at least twelve (12) months prior to the leave commencement date; and for at least 1,250 hours of service with the Employer during such previous twelve-month period.
3. Leave. Eligible employees shall be entitled to a total of twelve work weeks, i.e., sixty (60) work days of unpaid leave during any year for one or more of the following reasons:
  - a. The birth, or the placement for adoption or foster care, of a child. The entitlement to leave for this reason shall expire at the end of the twelve-month period beginning on the date of such birth or placement.
  - b. In order to care for the employee's family member who has a serious health condition.
  - c. Because of the employee's own serious health condition which causes the employee to be unable to perform employment duties.

4. Continuation of Benefits. During the period of Family and Medical Leave, the Employer at its expense, shall continue to maintain the employee's coverage under the Employer's group health care, dental, vision and life insurance benefit plans which are provided for in Article XII of this Agreement, at the levels and the under the conditions that coverage would have been provided if the employee had not taken the leave. Otherwise, the leave shall be without salary or compensation of any kind.
5. Limitations on Leave
  - a. Integration with other leave. Where the Employer provides other paid leave (e.g., personal leave) for which the employee is eligible, the employee shall be required to substitute such leave for the leave provided for herein, and each work day of paid leave shall reduce correspondingly the employee's entitlement to work days of Family and Medical Leave.
  - b. Notice to Employer. Where the leave is foreseeable, the employee must provide at least thirty (30) days' advance written notice to the Superintendent of Schools, or designee, of the date when the leave is to begin, unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the Employer's operations, subject to the approval of the employee's or family member's health care provider.
  - c. Intermittent Leave. Intermittent leave shall not be permitted except where medically necessary. In the case of intermittent leave in connection with the serious health condition of the employee or his/her family member, and when such leave would constitute twenty per cent (20%) or more of the total work days in the period during which the leave would extend, the Employer may require the employee to take the leave in a block of work days (not intermittently) for the entire period of leave, or to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request.
6. Certificates Regarding Leave. The Employer may require the employee to provide timely certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for commencement, continuance and return from leave.
7. Return from Leave
  - a. Time of Return. The employee shall return to work at the expiration of the period of leave. For purposes of computation of the length of the leave, periods of paid leave which are required to be integrated with family and medical leave shall be included.

- b. Position Upon Return. Upon return from leave, the employee shall be assigned to the same or an equivalent position, in terms of pay and other terms and conditions of employment.
  - c. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the Employer the amount of any insurance premiums paid by the Employer for continuation of the employee's health, dental, vision and life insurance benefits during the period of the leave and thereafter to the termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a serious health condition of the employee or the employee's family member, or other circumstance beyond the employee's control.
8. In the event of any conflict between the contractual FMLA language and the law and/or regulations issued pursuant to the law, only the law shall be applied.

D. Use of Substitute or Extra Employees

1. Assignment of Substitute Employee. Whenever an eligible employee is granted an unpaid leave of absence under the provisions of this Article, the Employer may assign any substitute employee to perform the duties of the employee who was granted the unpaid leave of absence.
2. Assignment of Extra Employee. Whenever an eligible employee in the transportation department is granted an unpaid leave of absence under the provisions of this Article, the Employer may assign an extra employee to perform the duties of the employee who was granted the unpaid leave of absence. Such assignment shall be based on the extra employee's seniority and availability with the most senior extra employee being first offered the assignment. If the most senior extra employee is not available for the assignment in accordance with paragraph three of this section, the next most senior extra employee shall be offered the work.
3. Length of Assignment of Substitute or Extra Employees. The Employer may assign a substitute or an extra employee for the full length of the leave of absence or any portion thereof.
4. Permanent Substitute Status. If the approved leave of absence exceeds sixty (60) consecutive work days, the provisions of Article VII, Section C, paragraph 5 d, shall apply for either the substitute or the extra employee who has been assigned by the Employer to fill the position.

E. Disability Retirement.

1. Eligibility/Duration. Any employee who applies for and is approved by the Public School Employees Retirement System (PSERS) for a disability retirement shall be entitled to an unpaid leave of absence. If said disability retirement is made permanent by the PSERS, the employee shall resign his/her position.

2. Compensation and Benefits. The period of leave shall be without compensation from the Employer. Fringe benefits may be continued by the employee during the period of leave as specified in the Continuance of Benefits section of this Agreement. Sick leave and other benefits shall not accrue during the period of disability retirement leave. Seniority shall accrue during the period of the leave. If the employee returns from the leave, he/she shall retain sick leave and benefits which had accrued prior to the leave.
3. Re-employment. If the leave is terminated by the PSERS, the employee shall be assigned to the same position held before the disability retirement leave, or to an equivalent position with regard to pay and skill.
4. Notification. Within sixty (60) days of the termination of the disability retirement leave by the PSERS, the employee shall return to work. Failure to return to work shall constitute resignation from employment.

## ARTICLE XIII

### BENEFITS

#### A. Benefit Plan

1. Time Period. The Employer shall provide a medical insurance benefit option plan (hereinafter referred to as "Benefit Option Plan") as set forth in this Section A.
2. Medical Insurance Options. The Employer shall provide to the eligible employees such medical insurance options under the Benefit Option Plan in accordance with the terms and conditions as set forth below:
  - a. The Allegheny County Schools Health Insurance Consortium managed care plans (hereinafter referred to as the "managed care plans"), as of the effective date of this Agreement, including the ACSHIC approved plans shall be offered. Additional and/or alternative managed care plans may be offered during the term of this Agreement as the same become available through the ACSHIC.
3. Eligible Permanent Employees. All permanent employees as defined in Article VII of this Agreement in compensable status who are regularly scheduled to work at least one thousand, three hundred (1,300) hours per year shall be eligible to enroll in one of the medical insurance options and to receive a monthly payment by the Employer toward costs of said insurance subject to the provisions hereinafter set forth:
  - a. Calculation of Eligible Hours. Only those hours that the employee is regularly scheduled to work shall be included in determining the maximum number of hours. Extra hours and overtime hours worked during the year shall not be included in computing the total number of hours. The year shall begin on July 1 and end on June 30.
  - b. Monthly Payments for Employees. The Employer shall pay an amount not to exceed the monthly premiums for the lowest cost managed care plan offered through ACSHIC. If the employee selects a higher cost plan, the employee shall pay the difference in premiums. The lowest cost managed care plan shall be determined on the basis of the monthly premium for family coverage.
4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of medical benefits; however, such insurable employees may participate in the Benefit Option Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.
5. Employee contributions. Each permanent full-time employee who elects a managed care plan shall pay monthly to the District through payroll deduction, contributions toward the employer paid cost of the premium:

- a. Year 1: \$60 for individual coverage and \$120 for all coverage above individual coverage
  - b. Year 2: \$70 for individual coverage and \$135 for all above individual coverage
  - c. Year 3: \$80 for individual coverage and \$150 for all above individual coverage
  - d. Year 4: \$90 for individual coverage and \$160 for all above individual coverage
6. Dual Coverage. In the event that both husband and wife are employees of the District, only one such employee shall be entitled to subscribe for the family, parent and child, parent and children, or husband and wife coverage programs under the Benefit Option Plans; however, if both husband and wife are employees of the District, each may subscribe under the Benefit Option Plans for individual coverage only.
7. Selection of Plans
- a. Period of Selection. Each participating employee shall select a medical insurance plan during the enrollment period as set forth by the Employer. The length of the period of the enrollment shall be determined by the Employer in conjunction with the insurance provider(s).
  - b. Types of Coverage. The participating employee shall select the type of coverage which may be required by the insurance provider; e.g., individual, husband and wife, parent and child, parent and children, or family. Such levels of coverage shall be determined by the insurance provider(s).
  - c. Change of Coverage. For the purpose of this benefit, the employee shall select the type of coverage and provide notification to the Board Secretary no later than the fifth of the month for coverage on the first day of the following month. Notification for changes in the employee's status shall be reported to the Board Secretary no later than the fifth of the month for changes effective on the first day of the following month.

B. Dental Insurance

1. Time Period. The Employer shall provide a dental insurance benefit plan as set forth in this Section B.
2. Eligible Permanent Employees. All permanent employees in compensable status who are regularly scheduled to work at least one thousand, three hundred (1,300) hours per year shall be eligible to enroll in the dental insurance program with the monthly premiums paid by the Employer of said insurance subject to the provisions hereinafter set forth:
  - a. Types of Coverage. Each employee shall select either individual or family type coverage.

- b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Board Secretary no later than the fifth day of the month for coverage on the first day of the following month. Notification for changes in the employee's status shall be reported to the Board Secretary no later than the fifth of the month for changes effective on the first day of the following month.
  - c. Dual Coverage. In the event that both husband and wife are employees of the district, only one such employee shall be entitled to subscribe under this plan.
3. Plan Provider. The dental insurance program shall be provided through ACSHIC.
4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of dental benefits; however, such insurable employees may participate in the Dental Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

C. Vision Insurance

1. Time Period. The Employer shall provide a vision insurance benefit plan as set forth in this Section D.
2. Eligible Permanent Employees. All permanent employees in compensable status who are regularly scheduled to work at least one thousand, three hundred (1,300) hours per year shall be eligible to enroll in the vision insurance program with the monthly premiums in an amount not to exceed the premium applicable to individual type coverage paid by the Employer for said insurance subject to the provisions hereinafter set forth:
  - a. Types of Coverage. Each employee shall select either individual or family type coverage.
  - b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Board Secretary no later than the fifth day of the month for coverage on the first day of the following month.
  - c. Dual Coverage. In the event that both husband and wife are employees of the district, only one such employee shall be entitled to subscribe under this plan.
3. Plan Provider. For such vision insurance coverage, the Employer shall have the sole responsibility for selection of the carrier. The employees shall be provided information prior to any change of carriers or program coverages. All coverages under the vision insurance plan shall be made in accordance with the regulations of the insurance provider.

4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of vision benefits; however, such insurable employees may participate in the Vision Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

D. Health Insurance Waiver. An employee may waive the benefits provided in sections A, B and C of this Article and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Medical	Dental	Vision	Total/ Month	Total/ Annual
Single	\$200	\$10	\$2	\$212	\$2,544
Parent and Child	\$350	\$32	\$4	\$386	\$4,632
Parent and Children	\$375	\$32	\$4	\$411	\$4,932
Husband and Wife	\$425	\$32	\$4	\$461	\$5,532
Family	\$460	\$32	\$4	\$496	\$5,952

This sum, to be paid in lieu of the benefits of Sections A, B and C of this article, shall be paid in the last paycheck in June of each year and shall be prorated if for less than 12 months.

If an employee’s spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above. Coverage will be provided through the partner whose birthday is closest to, but not before, January 1. In the event that the partner whose birthday is closest to January 1 is on an approved leave of absence resulting in the cessation of District paid health insurance benefits due to a life event as defined in the following paragraph, the District paid health insurance coverage will be assumed by the employed spouse during said approved leave of absence.

Employees who waive the benefits of this section may rejoin the plan, effective the beginning of the following month for life event reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits, marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the annual open enrollment period with such change becoming effective on the following July 1.

E. Life Insurance

1. Coverage for Permanent, Daily, Hourly and Full-time Employees.

a. Beginning on the first day of the month following the ratification of the Board and continuing throughout the term of this Agreement, the Employer shall provide to each permanent full-time employee in the bargaining unit a group term life insurance policy in the face amount of forty thousand dollars (\$40,000).



- b. Beginning the first day of the month following the ratification of the Board and continuing throughout the term of this Agreement, the Employer shall provide to each permanent, daily, and hourly employee in the bargaining unit a group term life insurance policy in the face amount of thirty-five thousand dollars (\$35,000).
- c. Purchase Options. Eligible employees may also, at their own expense through payroll deductions, purchase an additional block of fifteen thousand dollars \$15,000 of life insurance at the school district's premium rates. This provision is subject to the regulations established by the insurance carrier.

F. Section 125 Plans. The Employer shall establish a premium conversion plan in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in dependent care assistance and healthcare reimbursement accounts in accordance with the provisions of Section 125 of the Internal Revenue Code.

G. Retirement Allowance.

- 1. During the term of this Agreement, an employee who receives sick leave benefits and who dies while in employed status or who has reached retirement age and who has applied for and will receive payments from the Public School Employees Retirement System (PSERS) shall be entitled to receive an allowance payable at the time of retirement from the Baldwin-Whitehall School District. In addition, the employee must have at least five years of continuous service in the Baldwin-Whitehall School District.

The amount payable shall be computed by multiplying the number of the employee's unused accumulated sick days times in each category the amounts set forth below:

- a. Days 1-100-40% of daily rate for the employee
- b. Days 101-175-50% of daily rate for the employee
- c. Retirement allowance is not to exceed at \$20,000.

- 2. Pre-Tax Special Pay Program. All compensation paid to an employee for unused accumulated sick days shall be deposited into a pre-tax account as established between the Employer and a designated company. Such accounts and subsequent deposits shall be subject to and comply with the provisions of Section 401 (a), 403 (b) and 457 (b) plans as set forth in the Internal Revenue Code.

H. Continuance of Benefits. Classified employees who are on unpaid leaves of absence or those who have retired and are receiving benefits from the Public School Employees Retirement System (PSERS), but are not yet sixty-five (65) years of age, may continue the benefits at the group rate for medical, dental, and vision coverages offered under the District's program by delivering the premiums for the above plan to the Business Office on or before the tenth of the month preceding the month the premium is due. If the premium has not been received by the above stated deadline, that in itself will be proof that the employee chooses to withdraw from the plan.

## ARTICLE XIV

### OTHER BENEFITS

#### A. Meal Compensation

1. Emergency/Overtime Work. Any employee who is called out to work overtime for emergency purposes shall be entitled to a meal as provided by the Employer or to a meal reimbursement. A meal or a meal reimbursement shall be provided only when the total overtime worked exceeds four (4) hours for any single emergency. An employee shall not be entitled to a meal or to a meal reimbursement during the course of his normal working hours or shift. Meal reimbursements, when provided, shall not exceed the amounts as set forth in paragraph 4. The employee shall provide receipts for all meals for which reimbursement is requested under provisions of this section.
2. Meal Reimbursements. Meal reimbursements for eligible employees shall not exceed \$15.00 for each year of this Agreement:

#### B. Mileage Reimbursement. Any employee in the bargaining unit who must, due to the manner of his assignment, use private means of transportation to accomplish his duties, will be reimbursed at the rate as established by the Internal Revenue Service. Such rate will become effective on January 1 of each year. All such travel and requests for reimbursement must be approved by the appropriate administrative official(s).

#### C. Uniforms.

1. Food Service Employees. The Employer shall pay to each regular employee in the Food Services Department an allowance for uniforms and shoes during each school term which shall be paid in two (2) equal payments during the school term. The employee shall wear the required uniform and shoes at all times when working. The annual amounts to be paid shall not exceed \$325.00 and shall be conditioned upon submission of receipt(s) when items are not purchased through the District:
2. Maintenance Employees, Mechanics, and Bus Cleaners. The Employer shall provide uniforms for all regular maintenance employees, mechanics, and bus cleaners. The Employer shall pay all costs of providing the uniform including cleaning and maintenance. The Employer shall provide to each maintenance employee, mechanic, and bus cleaner an annual cash allowance in the amount of two hundred \$225.00 per year for safety shoes conditioned upon submission of receipt(s). All employees shall wear the uniforms and safety shoes at all times when working.
3. Full-Time Custodians and Daily and Hourly Custodians. The Employer shall provide uniforms for all regular full-time and daily and hourly custodians. The Employer shall pay all costs of providing the uniforms including cleaning and maintenance. The Employer shall provide to each custodian an annual cash allowance in the amount of ninety dollars (\$115.00) for work shoes conditioned upon submission of receipt(s). All employees shall wear the uniforms and work shoes at all times when working.

D. Educational Expenses.

1. Requests. All requests must directly relate to the employee's current position. Credits submitted for reimbursement shall be paid as delineated below for the duration of the Collective Bargaining Agreement. If the credits are less expensive, the District shall pay the lower amount. No more than 6 credits will be reimbursed during any calendar year. Requirements for credit reimbursement at an approved school for Higher Learning.

2. Reimbursement.

Credit reimbursement will be as follows:

2022-2026 - \$195.00 per credit

The Superintendent must sign a pre-approval form for any reimbursement. The Superintendent's decision is final. Educational credits require a "B" or a "P" in a pass/fail course. All requests for reimbursements must be accompanied by a copy of the Employee's grade report and paid invoice. Employees interested in attending workshops or seminars that directly relate to their current position should complete a pre-approval form and provide the workshop description and cost in writing to the Superintendent. The District will reimburse the employee the cost of the workshop up to \$100. (One per semester) Proof of attendance must be provided upon return. Employees requesting to attend workshops that fall during their workday must have authorization from their direct supervisor before submitting the request to the Superintendent. Cost will be paid based on relevance to the needs of the District.

3. Tuition reimbursement to the District. If the employee terminates employment with the District:

- a. within one year, 100% of payment will be repaid to the District.
- b. within two years, 75% of payment will be repaid to the District.
- c. within three years, 50% of payment will be repaid to the District.
- d. within four years, 25% of payment will be repaid to the District.

Furloughed employees are not subject to the repayment schedule. Employees terminating employment must reimburse the District with a Cashier's check for tuition reimbursement prior to finalization of employment.

E. Custodial and Maintenance Department.

1. The District will designate one qualified maintenance employee as the District's electrician and another qualified employee as the district's plumber, if the employees are appropriately licensed to perform such work. The district will pay or reimburse the designated employees for the following license fees: electrical, asbestos, master plumber, backflow and any other necessary license needed to perform duties required by the Baldwin Whitehall School District.

2. The District will designate and assign Custodial or Maintenance Department employees to perform work which requires a bathing place manager, certified swimming pool operator license or associated pesticide license. The District will pay for and/or reimburse the designated employees for the training and licensing fees required to perform such work.
3. The District retains the right to use outside contractors to perform electrical, plumbing/mechanical and swimming pools maintenance work which the District, in good faith, determines to be beyond the ability and/or capacity of District employees to perform in a competent and timely manner with due consideration of the total work responsibilities of the District employees.

F. Physical Examinations.

1. Payment. The Employer shall pay the expense of physical examinations which are required of any bargaining unit employees during the course of his employment.
2. Employer's Physician. The employee shall receive the required physical examination from the Employer's designated physician.

G. Summer Work. The parties agree that bargaining unit employees will be given the opportunity to perform custodial maintenance summer work. Bargaining unit employees who normally work a ten-month school year schedule may apply for summer work which is normally performed by non-unit temporary employees hired for the summer. The application must be in writing on a form provided by the District. The employee must be qualified to perform the work as determined by the District. The District will select qualified eligible employees for the summer work based on total school district seniority. The employee selected must accept the schedule for summer work which the District determines. The employee will not be permitted to bid the summer work and take off on those times that the summer work schedule interferes with the employee's regular school district job or any other job. The employee will be required to work the summer job and shall not permit extra work of the employee's regular School District job to interfere with the summer work schedule for the employee's summer job. The employee may not bid or retain the summer work if the performance of the summer work would result in any overtime because the employee also accepts summer work in his or her regular job which when combined with the summer work time creates overtime. The pay for the summer work will be the same as the pay set by the District for all summer workers whether unit or non-unit employees and whether temporary non-unit summer employees or regular District employees. Work assigned and performed during the summer by a bargaining unit employee within the bargaining unit employee's regular position will continue to be paid for at the employee's regular rate of pay as in the past. Custodial maintenance summer work for which temporary employees are usually hired during the summer will be paid at the hourly rate for the summer employee plus \$0.90 an hour.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

- A. Job Descriptions. The Employer shall prepare a job description for each position in the bargaining unit outlining the duties of said position and shall provide a copy of the job description to the Association. Whenever the Employer modifies a job description, a revised copy shall be provided to the Association.
- B. Pay Periods. All employees covered by this Agreement shall be paid on a bi-weekly basis by Direct Deposit into a financial institution of the employee's choice.
- C. Payroll Deductions. The Employer shall provide payroll deductions for employees for the following programs:
1. Medical Insurance
  2. Dental Insurance
  3. Vision Insurance
  4. Life Insurance
  5. IRS Section 125 Plans
  6. Tax Sheltered Annuities, as selected by the Employer not to exceed three annuity programs
  7. Credit Union
- D. Worker's Compensation. The Employer shall have the right to exercise its rights under the provisions of the Pennsylvania Workers' Compensation Act as amended by posting a list of preferred physicians to treat bargaining unit employees for non-emergency work related injuries. The employee shall be required to visit one of the physicians so designated and shall continue to visit the same or another designated physician for a period of ninety (90) days from the date of the first visit. Subsequent treatment may be provided by a physician of the employee's own choice. Any employee who, following the termination of the ninety (90) day period, is provided treatment from a physician who is not one of the designated physicians shall notify the Employer within five (5) days of the first visit to said physician.
- E. Health and Safety Committee. The Employer will form a Health and Safety Committee to meet on matters of mutual concern with reference to safety in the workplace. The Association shall appoint three (3) members of the bargaining unit, with no more than one from a department, to participate voluntarily on this committee. Employees should report to the Employer any situation which may affect the health and safety of employees.
- F. Subcontracting. The Employer shall have the right to contract out the work performed by the position of Printer, Administrative Office Department.

## ARTICLE XVI

### TRANSPORTATION DEPARTMENT

#### A. Seniority Rosters

1. Categories. All regular permanent and extra employees in the Transportation Department shall be listed on separate seniority rosters within each category in accordance with the provisions of Article VII, Section B of this Agreement and as set forth below:
  - a. Category I - Mechanics
  - b. Category II - Regular Drivers (bus drivers and van drivers)
  - c. Category III - Regular bus attendants
  - d. Category IV - Bus Cleaners/Service persons
  - e. Category V - Extra bus and van drivers
  - f. Category VI - Extra bus attendants
  - g. Category VII – Van Drivers with CDL Hired Before July 31, 2022
  - h. Category VIII – Van Drivers Hired After August 1, 2022
2. Seniority Rights/Benefit Rights. All transportation employees shall accrue seniority from their effective date of hire by the Board within their respective categories as set forth above except that Category II and V drivers shall begin to accrue seniority on the first (1st) day of solo work after training. Extra transportation employees (Categories V and VI) shall transfer all accumulated seniority to the regular transportation category (Categories II and III) if they exercise any eligibility rights to bid on a regular route as set forth in Section C of this Article. When employees bid on regular routes, they shall change their status from extra (Category V or Category VI) to regular (Category II and III) and shall be placed on the seniority roster in accordance with their hire date. Regular permanent transportation employees who change their status from regular (Categories II and III) to extra shall retain all seniority rights and be placed on the extra seniority roster (Category VI) in accordance with their effective date of hire.
3. Change of Status. Any transportation employee who desires to change his status from regular employee to extra employee shall provide at least ten (10) days written notice to the Employer.
4. Termination. An extra employee in the Transportation Department who fails to perform his duties at least five times if work is available, during any one calendar month shall be removed from the seniority roster and shall be terminated as an employee. A regular permanent employee in the Transportation Department who is absent from work without authorized leave as provided in this Agreement shall be terminated from employment.
5. Availability of Extra Employees. The Employer shall call extra employees in Categories V and VI for work on a rotating seniority basis for all afternoon routes. If the extra employee is unavailable to receive the call or to respond to the call, the Employer shall have the right to call the next most senior extra employee. The extra

employee who is not available to answer the call for work shall have no recourse against the Employer.

6. Filling of Absences. When a regular transportation employee's absence exceeds three consecutive work days, the Employer shall have the right to assign an employee who has a Partial Route (Category II and III) first. If no employee has a Partial Route, the Employer at its discretion may assign the absence to the most senior extra employee (Category V and VI) who is available to fill the absence.

B. Definitions

1. Route. A route is defined as a complete morning and afternoon trip combined for a vehicle from the time it leaves the garage until it returns to the garage during which time it is transporting students to and/or from one or more schools. Routes are what are bid on by drivers during the annual bidding process.
2. Run. A run is defined as any part of a route from the first pickup point to the last point where all of the students have been discharged.
3. Extra Trip. An extra trip is defined as any trip which is scheduled to transport students other than to or from school. Such trips shall include but shall not be limited to extra-curricular trips, field trips, and interscholastic athletic trips for which a bus is needed.
4. Midday Trip. A midday school trip is defined as any trip occurring after the normal morning run and before the normal afternoon run. These shall include but not be limited to midday kindergarten trips, technical school trips, and special education trips. No bidding of extra trips or activities will be permitted if it interferes with the midday trip. However, the driver or attendant may take the midday off without pay when necessary, and still work their AM and PM run.
5. Activity Trip. An activity trip shall be defined as a late afternoon trip which is scheduled to take students home after participating in after-school activities.
6. Summer Work. Starts the first day after the last day of school and ends the last day before the next school year begins. Summer work begins on the first day after your regular run ends.

C. Bidding on Regular Routes

1. Bidding at the Beginning of the School Term.
  - a. Routes for the new school term shall be prepared at least ten (10) calendar days prior to the first day of school for the District and shall be available for inspection by the drivers and attendants. All routes which shall have an attendant assigned shall be so designated. At least five (5) calendar days prior to the first day of school for the District, a meeting of all drivers and attendants shall be called for the purpose of bidding on routes for the school term. Prior to bidding, vehicles shall be assigned to the routes by the

Employer; however, drivers of midday trips may be permitted to use the vehicles from their routes when feasible as determined by the Employer.

- b. Extra trips for the first week of school will be posted the day before the bid meeting. On the day of the bid meeting each driver will have the opportunity to bid on any available extra trip immediately after they bid on their regular route.

2. Bid Meeting at the Beginning of the School Term.

- a. Driver Bidding. At the bid meeting, each regular bus and van driver shall bid on the routes according to seniority. Once a bid is submitted, the driver shall not be permitted to change the bid. Any regular driver who does not attend the bid meeting shall submit a written proxy statement to permit another driver to bid on his/her behalf provided that no grievance may be filed as the result of a bid submitted by the proxy. If, after all regular drivers have bid, any regular routes remain open, extra drivers may declare their desire to change status from extra to regular. They may then bid in accordance with their seniority.
- b. Driver Bidding on Midday Trips. At the bid meeting, regular bus and van drivers shall bid on the midday trips according to their seniority. Once a bid is submitted, the driver shall not be permitted to change the bid. Any regular driver who does not attend the bid meeting shall submit a written proxy statement to permit another driver to bid on his/her behalf provided that no grievance may be filed as the result of a bid submitted by a proxy.
- c. Attendant Bid Meeting on Midday Trips. After all drivers have bid, regular bus attendants shall bid on designated routes according to their seniority. The designated routes have students who require that an attendant be assigned. Once a bid is submitted, the attendant shall not be permitted to change the bid. Any regular attendant who does not attend the bid meeting shall submit a written proxy statement to permit another attendant to bid on his/her behalf provided that no grievance may be filed as a result of a bid submitted by a proxy. If, after all regular attendants have bid, any regular trips remain open, extra attendants may declare their desire to change status from extra to regular. They may then bid in accordance with their seniority.
- d. Attendant Bidding. After all drivers have bid, each regular attendant shall bid on the designated routes according to seniority. Once a bid is submitted, the attendant shall not be permitted to change the bid. Any regular attendant who does not attend the bid meeting shall submit a proxy statement to permit another attendant to bid on his/her behalf provided that no grievance may be filed as the result of a bid submitted by the proxy. If, after all regular attendants have bid, any regular routes remain open, extra attendants may declare their desire to change status from extra to regular. They may then bid in accordance with their seniority.



3. Assignment for the Entire Year. The routes as bid by drivers and attendants shall be the assignment for the entire school term except as follows:
  - a. Elimination of a Route. A driver or attendant shall not be permitted to change to another route during the school term unless the route is completely eliminated. If the route is eliminated, the least senior driver and/or attendant shall be demoted to extra status and the driver and/or attendant whose route was eliminated shall be assigned to the route which had been worked by the least senior employee.
  - b. Partial Trips. If a driver and the attendant who bid on a “Morning Run Only” or an “Afternoon Run Only” in the beginning of the school year, he/she shall be allowed to better himself/herself by being allowed to bid on any full route that goes up for bid during the school year. This only pertains to the drivers and attendants who have “Morning Only” or “Afternoon Only” runs. Regular drivers who have full runs cannot bid on anything that is posted. Once a bid is submitted by a regular driver, the regular driver shall not be permitted to change the bid and must maintain that route for the remainder of the school term.
4. Occurrence of Open Routes
  - a. Definition of an Open Route. Open routes occur as a result of a permanent vacancy on the route due to the death, disability, discharge, resignation, or other permanent absence of a regular driver or attendant or the addition of routes after the beginning of the school term.
  - b. Filling of Open Routes. Routes which are open shall be posted at the Bus Garage for bid for a period of five (5) consecutive work days for inspection by drivers and/or attendants. If the route has an attendant assigned, it shall be so designated. During this posting period, any extra driver or attendant may submit a bid on the open route. The Employer shall select the most senior extra driver or attendant who bids to fill the open route at the end of the posting period; however, any driver or attendant who has been demoted in accordance with the provisions of paragraph 3 shall first have the right to accept the route before an extra employee is appointed. The driver or attendant shall be assigned to the route for the remainder of the school term.
5. Changes on Routes. Changes may be made by the Employer to any route at any time during the course of the school term. Such changes shall include but shall not be limited to the following: addition or deletion of students, stops, or schools; addition or deletion of runs; addition or reduction of mileage; addition or reduction of time.
6. Changes of Vehicles. Nothing in this Agreement shall preclude the Employer from changing vehicles on any route at any time.
7. Temporary Assignments. When the routes of a regular driver and/or attendant are canceled, when the schools for the regular driver and/or attendant are not in session

or if the regular driver and/or attendant have a Partial Route, such regular driver and/or attendant shall with as much notice as possible, notify the Transportation Manager or designee of their desire to work and be eligible to work due to the absence of another employee in their category. All drivers/attendants shall indicate their desire in writing at the beginning of each school term that they are willing to work when their regular routes are not in session. Such drivers/attendants shall be assigned on a rotating seniority basis.

8. Midday Availability. Regular drivers and attendants who do not have midday trips shall be eligible to drive or work midday trips when the regular driver or attendant is absent. All drivers and attendants shall indicate their desire in writing in August and January at the beginning of each school semester that they are willing to drive midday trips. Such drivers and attendants shall be assigned on a rotating seniority basis. Drivers who already have midday trips shall only be eligible for the same number of days they regularly drive if their normal midday trip is canceled for any reason.
9. Posting of Route Information. Within fifteen (10) days of any route bidding, the Employer shall post the following information: vehicle number, driver or attendant, report time for each route, schools serviced on each run, estimated time for each route.

D. Bidding on Extra Trips and Activity Trips

1. Posting. Extra bus trips and activity trips as herein defined shall be posted at noon on Thursday, or on the last school day of the week if it precedes Thursday, and taken down on the day of the trip in accordance with the following procedures:
  - a. Extra trips which do not conflict with regular morning and afternoon runs and overnight trips which are scheduled during the weekend (Saturday and Sunday) or on other non-school days (holidays, in-service and summer vacation) shall be posted in Group A. Regular drivers who have an AM only or PM only run will bid as a regular driver on extra trips or activities.
  - b. Extra trips which may conflict with regular morning and afternoon runs and overnight trips which are scheduled during the normal school week (Monday through Friday) shall be posted in Group B.
  - c. Extra trips (including overnight trips) which are scheduled on short notice shall be classified as emergencies and shall be posted in Group C. Such trips may be posted after Thursday or the last school day of the week if it precedes Thursday.
  - d. If an extra trip requires a bus attendant, it shall be so stated on the posting.
  - e. If a bidded trip is not canceled within one (1) hour of its scheduled departure time, the driver who was awarded the said trip will be compensated one (1) hour drivers pay for the said trip.

- f. Any summer extra trip must follow Category II rotating seniority summer availability list. Trips received will be filled by the most current date first.
2. Bidding on Extra Trips and Activity Trips. At a predetermined time as stated on the weekly posting, a bid meeting for extra trips and/or activity trips shall be scheduled on Friday or the last day of the week if it precedes Friday.
    - a. All eligible regular drivers in Category II shall be eligible to bid on extra trips in Group A. Drivers in this category who qualify shall bid on such extra trips and/or activity trips on a rotating seniority basis. A driver who accepts a run and then refuses the extra trip more than twice shall be ineligible to bid on Group A trips for the next thirty (30) calendar days. The most senior driver or attendant who takes an extra trip shall go to the bottom of the list for future extra trips. Eligible drivers who refuse a bid on the rotation shall be moved to the bottom of the list for the next bid. Only Group A trips will be bid on at this time. When all Group A trips have been bid on, a line will be drawn under the last regular driver who has bid. The next regular driver under the line will be the first to bid the following week. When this bidding is complete then regular drivers who qualify may bid on trips in Group B. A separate list will be kept and this bidding will also be on a rotating seniority basis. A line will be drawn under the last regular driver to bid in Group B, and the next regular driver under the line will be the first to bid the following week. When this bidding is complete, then the extra drivers will bid on the remaining Group B trips on a rotating seniority basis.
    - b. All eligible drivers in Categories II and V shall be eligible to bid on extra trips in Group B. Drivers in these categories who qualify shall bid on such extra trips and/or activity trips on a rotating seniority basis. The most senior driver who takes an extra trip shall go to the bottom of the list for future extra trips. Eligible drivers who refuse a bid on the rotation shall be moved to the bottom of the list for the next bid.
    - c. All eligible regular attendants in Category III shall be eligible to bid on extra trips in Group A when such trips require an attendant. Attendants in this category who qualify shall bid on such extra trips and/or activity routes on a rotating seniority basis. The most senior attendant who takes an extra trip shall go to the bottom of the list for future extra trips. Eligible attendants who refuse a bid on the rotation shall be moved to the bottom of the list for the next bid.
    - d. All eligible attendants in Category III and IV shall be eligible to bid on extra trips in Group B when such trips require an attendant. Attendants in this category who qualify shall bid on such extra trips and/or activity trips on a rotating seniority basis. The most senior attendant who takes an extra trip refuse a bid on the rotation shall be moved to the bottom of the list for the next bid.

- e. In August and January drivers and attendants shall sign a list to be included for assignment for emergency trips in Group C. Emergency extra trips in Group C shall be offered to the drivers and attendants on the posted list on a rotating seniority basis. Acceptance of an emergency trip shall not change a driver's or attendant's eligibility to bid on the rotation schedule set forth in the preceding Paragraphs a, b, c or d.
- f. If no eligible employee in a category bids on an overnight trip, the Employer may offer the trip to an eligible employee in another category using the following procedures:
  - 3. If an overnight trip is scheduled on a weekday (Monday through Friday) and no extra driver in Category V bids, the Employer shall offer the extra trip to the most senior driver in Category II who is eligible.
  - 4. If an overnight trip is scheduled on a weekend (Saturday and Sunday) or other non-school day and no regular driver in Category II bids, the Employer shall offer the extra trip to an extra driver in Category V. If no extra driver in Category V accepts the trip, the Employer may offer the trip to the most senior driver who is eligible.
  - 5. A driver on an overnight trip may be required to share a room with a member of the same gender.
    - a. Any driver who is unable to attend the extra trip bid meeting as set forth in this section may submit a written proxy statement to permit another driver to bid on his/her behalf provided that no grievance may be filed as a result of a bid submitted by the proxy. If a driver is absent from the meeting and does not submit a written proxy statement, the driver shall forfeit his/her right to bid on an extra trip and shall go to the bottom of the list for future trips. Bid meetings shall not be compensated time.
  - 6. Support Vehicle for Extra Trips. When it is necessary to schedule a trailer to be used as a support vehicle for an extra trip, the support vehicle shall be posted in accordance with the provisions of this section. Only those drivers who have qualified to bid for this work and who have signed the availability roster shall be permitted to bid. The support vehicle shall be assigned on a rotating seniority basis to a qualified driver on the availability roster in accordance with the provisions of paragraph 2. A driver shall qualify for such driving after the successful completion of a training and testing program as administered by the Employer. All training programs shall be posted in advance. Bidding for truck and trailer trips will be incorporated in the bid process for Group A and B trips. Bids will be considered as any other extra trip with regards to the bid rotation.
    - a. On trailer trips that exceed 500 miles round trip, there must be two (2) qualified trailer drivers per vehicle on the said trip.
    - b. Any trailer driver who has not driven the trailer within a school year will be required to be recertified on the trailer to stay on the trailer driver list.

7. Eligibility. No regular driver shall be eligible to drive any extra trip if he has failed to drive his regular route on the day of the said trip or on the preceding Friday for Saturday or Sunday trips. An exception shall be granted if the driver is necessarily absent from work under the Personal Leave or Attendance in Court of Law provisions of this Agreement.
8. Exceptions. No bid shall be accepted from a regular or an extra driver for an extra trip:
  - a. If the driver will exceed hours permitted under applicable state and federal law during the week
  - b. Which would prevent the driver from driving his regularly scheduled morning, afternoon, or midday routes

E. Bidding as Standby Drivers

1. Posting. The position of standby driver may be bid at the annual bid meeting prior to the beginning of each school term. The driver who bids the standby driver position shall retain said position for the entire school term. If no regular or extra driver bids the position of standby driver, the Employer shall have the right to assign any extra driver to the position on a daily basis.
2. Assignment of Standby Drivers. A driver who bids as the standby driver shall report to work at the time designated by the Employer and shall be paid for two (2) hours at his regular rate. The Employer may assign the afternoon standby driver to an extra trip if no regular or extra driver has submitted a bid for said extra trip. The standby driver shall be considered as a regular driver and shall have all the rights and privileges of a regular driver. The standby driver must accept the driving assignment as directed by the Transportation Administration. No Category I or IV employee shall be used as a driver prior to the use of the Standby driver.
3. Vacancy. Whenever the position of standby driver is open, the procedures as set forth in Section C, paragraph 4 shall be used to fill the opening.

F. Bidding of Summer Work by Drivers and Attendants. Management shall call drivers and attendants who sign up for summer work, starting with the most senior driver or attendant to offer them a summer route and continue down the list to fill the summer routes.

G. Bidding of Open Summer Bus Cleaner Position. The summer bus cleaner position shall be posted at the bus garage for bid for a period of five (5) consecutive work days for inspection by drivers. The employer shall award the position to the most senior driver who submitted a bid.

H. Bidding of Open Instructor/Trainer Position. The open Instructor/Trainer position shall be posted at the bus garage for bid for a period of five (5) consecutive work days for inspection by drivers. The employer shall award the position to the most senior driver who submitted a bid.

## I. Compensation

1. Regular School Runs. All regular school routes will be paid a minimum of two (2) hours for each A.M. and P.M. run. If a driver is requested to drive extra runs either before or after his regular route, he will be paid the actual amount of time that he drives in excess of two (2) hours. Extra runs (both temporary and permanent) can be assigned to any driver who may be available and cannot be refused by the driver.
2. Midday School Trips. All midday school trips will be paid a minimum of one (1) hour regardless of how many trips are scheduled within the trip. Additional compensation will be paid only after the driver exceeds one hour of actual time.
3. Extra Bus Trips. All extra trips will be paid a minimum of one (1) hour for driving time. If a driver is required to lay over on an extra trip, he shall receive a minimum of one hour driving time in each direction.
  - a. Driving time is defined as the actual time that the driver punches the time clock at the Garage until the time that driver arrives at the destination and from the time that the driver leaves from the destination until he punches the time clock upon arrival at the Garage at the end of the trip.
  - b. Layover time is defined as the time that a driver is waiting at an event or location. All layover time shall be paid at the rates as set forth in Appendix B.
4. Activity Trips. All late afternoon activity trips will be paid a minimum of one (1) hour.
5. Drivers of Specialized Transportation. A driver who operates a vehicle which transports special education students without the assistance of a bus attendant or a driver who operates a vehicle with a lift device shall receive additional compensation in the amount of fifty cents (\$0.50) per hour for each hour that said students ride the vehicle. This extra compensation shall only be paid if more than ninety percent (90%) of the students who are assigned to the route have a current individualized transportation safety plan.

## J. Driver and Attendant Training Programs

1. Driver Trainees. All school bus driver trainees will be paid at the hourly rates as set forth in Appendix B during the term of this Agreement while training as an operator of a school bus. Paid time shall not exceed thirty (30) hours, payable only upon the passing of the Commercial Driver's License (CDL) Test.
2. Retraining Programs. All drivers, with the exception of driver trainees, who are required by the Employer to attend and complete an approved workshop since employment, shall be paid at the hourly rates as set forth in Appendix B.
3. Retesting. All drivers, with the exception of driver trainees, shall be compensated

three (3) hours at their regular rate of pay upon successful passing of any required road test as required by either state or federal laws or regulations.

4. Commercial Driver's License Reimbursement. Upon successful completion of the Commercial Driver's License (CDL) examination and payment of the same, the Employer shall reimburse the employee annually an amount not to exceed twenty-five per cent (25%) of the cost of the license for a period not to exceed four (4) years. The Employer shall pay said reimbursement to the employee during the month of October.
  5. Commercial Driver's License. All bargaining unit employees within the Transportation Department, with the exception of the bus attendants, van drivers and transportation secretaries, shall possess a Commercial Driver's License to operate a school bus in the Commonwealth of Pennsylvania.
- K. Maintenance Reports/Pre-Trip Inspections. A driver shall not be required to drive a bus that would subject the driver to arrest for alleged violations of the Pennsylvania Motor Vehicle Code. Each driver shall conduct a pre-trip inspection prior to leaving the Bus Garage with any vehicle. If any defects are found, the driver shall submit a maintenance report on that vehicle. Drivers who fail to conduct the required pre-trip inspection shall be subject to disciplinary action. If, while operating it, he finds that the vehicle has any deficiency, the driver shall submit a written maintenance report immediately upon arrival at the Garage. Report forms shall be provided by the Employer.
- L. Tool Allowance for Mechanics. All regular permanent mechanics shall be granted a tool allowance in the amount of two hundred fifty dollars (\$250.00) per year. Such tool allowance shall be paid to the mechanic during each school year upon pre-approval of each purchase by the Mechanic Supervisor and upon submission of the original receipt(s).
- M. Use of Passenger Vans. The District reserves the right to use vans for the transportation of students to and from extra-curricular activities without assigning an employee of the Transportation Department to operate such vans. The Employer may assign any non-bargaining unit employees in the District to operate a van on any trip; however, a trip which is scheduled to transport in excess of nine (9) students shall be posted and bid in accordance with the provisions of Section C of this Article. No more than two (2) vans assigned on separate trips shall be used by non-bargaining unit employees on any one school day. On non-school days, the District may use any number of vans.
- N. Drug and Alcohol Testing of Employees. The Employer shall have the right with probable cause to have any transportation employee tested for the use of any controlled substance in accordance with the provisions of federal and state statutes and regulations. Drivers will be paid a minimum of one (1) hour each time that they are directed to have a drug and alcohol test performed at their regular rate of pay as set forth in Appendix B.

## ARTICLE XVII

### FOOD SERVICES DEPARTMENT

#### A. Temporary Absences

1. Daily absences. Absences will be offered in descending order based on hours worked and seniority within each building.
2. Temporary Vacancies of Permanent Employees. When the absence of any regular permanent employee exceeds forty (40) consecutive work days, the position will be offered to regular permanent food service employees in the District who work fewer hours through the bid process. The assignment will be made on the basis of seniority with the most senior regular permanent employee being transferred to fill the temporary vacancy. The temporary employee will remain in the temporary vacancy until such time as the employee returns to work.
3. Use of Substitutes. In the event that no four-hour, three-hour, or two- and one-half-hour employee either at the building work location on a daily basis or within the department for temporary vacancies desire to temporarily fill the six-hour position, a substitute may be employed to fill the four-hour or the six-hour position.
4. Duty to Employ Substitutes. When any regular food service employee is on temporary absence (sick leave, bereavement leave, personal leave), a substitute, when available will be employed to fill the position. On the basis of availability, food service substitutes will be called to fill temporary absences at the building work locations in the following order:
  - a. First Priority - McAnnulty Elementary School
  - b. Determination of the order of priority for utilizing substitutes to fill temporary absences at other buildings shall be made by the District.
5. Forced Building Shift on a Temporary Basis -In the event of no substitutes, management shall identify the staff, based on rotating reverse seniority, that can be assigned to report to another building to cover the short-term vacancy.

#### B. Catering and After-Hours Events

1. Any food service employee may elect to have their name added to the Extra Work List in their respective building. When a catering or after-hours event is scheduled, a Food Service employee may be selected from the Extra Work list to support the scheduled event. Employee selection to work these events will occur by seniority, on a rotating basis.
2. Assignment of Tasks. The extra work for the catering or after-hours event takes place outside of the normal breakfast and lunch schedule. Management reserves the right to



assign some preparation tasks to Food Service workers as part of their regular work day assignment. The pay differential will only apply to tasks that are assigned as part of the scheduled catering or after-hours event.

3. Pay Differential. Employees will be compensated for their time at the catering or after-hours event based on the tasks performed while supporting the event and are not associated with the regular breakfast and lunch service. Food Service employees who are charged with using ovens to cook or heat food will be paid at the Head Cook rate. Food Service employees selected to work the catering or after-hours event and are responsible for tasks not involving the use of ovens will be paid at their regular hourly rate with a \$0.40 differential while performing duties for the event outside of their regular work hours.

C. Meal Compensation.

1. All food service employees are entitled to receive one (1) free adult plate lunch, either at their allotted break or at the end of their assigned shift.

This benefit does not apply to employees in any other department.

## ARTICLE XVIII

### PARAPROFESSIONAL DEPARTMENT

A. In-service Training

All Paraprofessional employees will receive a minimum of 20 Professional Development Hours every school year; provided by the district and paid at the applicable rate. Trainings will normally be conducted on in-service days. In-Service trainings will feature topics that pertain to the job description of a Paraprofessional.

B. Extended School Year Program (ESY)

1. When work is available for student paraprofessional employees in the District operated ESY Program, the employees will be offered the ESY Program work based on the following criteria:

- a. Positions will be offered, district-wide, seniority-based, on a rotating basis.
- b. To be eligible to be assigned work, a student paraprofessional employee must have received a satisfactory annual evaluation with at least seven (7) areas of satisfactory performance during the most recently completed school term.

C. Bathrooming. All efforts will be made to have two (2) adults present (in close proximity) when a paraprofessional assists a special needs child with bathrooming. In the event a second adult is not available the paraprofessional should notify another adult that they are assisting a child prior to and on conclusion of the paraprofessional helping the child.

D. Behavioral Technician Differential. Any paraprofessional who is or becomes certified as a Behavioral Technician shall receive a differential of \$0.75 per hour.

**ARTICLE XIX**  
**COMPENSATION**

A. Compensation Schedules and Placement

1. Compensation Schedules. The hourly rates for the employees covered by this Agreement are set forth in the attached Compensation Schedules (Appendices A through I).
2. Placement on Schedules. Where applicable, employees are placed on the appropriate step of the compensation schedules according to their departmental seniority unless otherwise provided for in this Agreement. The steps of the compensation schedules are defined as follows:
  - a. A substitute employee shall be paid at the substitute rate as set forth in the department in which the employee is working based upon the date of hire of the substitute employee.
  - b. An employee shall be paid at the Step 1 regular rate from the date when the employee is hired by the Board as a probationary employee for a period of time not to exceed ninety (90) working days.
  - c. A regular permanent employee shall be paid at Step 2 of the compensation schedule beginning on the next July 1 following their 1-year anniversary.
  - d. A regular permanent employee shall be paid at Step 3 of the compensation schedule beginning on the next July 1st following the date on which the employee has been employed at least forty-eight (48) months or more.
3. Secretarial/Administrative Office Employee Transfers. If a secretarial department employee transfers to an administrative office employee position or if an administrative office employee transfers to a secretarial department position, placement on the compensation schedule shall be in accordance with the employee's district seniority date as a permanent employee.
4. Shift Differentials. Only permanent employees shall be eligible to receive the pay differentials as set forth below.
  - a. First Shift Defined: The first shift shall be defined as beginning at 5:00 am and ending at 10:00 am.
  - b. Second Shift Defined. The second shift shall be defined as beginning at 10:00 am and ending at 6:00 p.m.
  - c. Third Shift Defined. The third shift shall be defined as beginning at 6:00 p.m. and ending at 5:00 a.m.

- d. Eligibility for Shift Differential. Any custodial or maintenance employee who starts his/her shift between the hours specified above as defining the second or third shift shall be entitled to the shift differential pay specified below for the full shift that they work.
  - e. Shift Pay Differentials. Employees who work the second shift shall be paid a differential of forty-five cents (\$.45). Employees who work the third shift shall be paid a differential of sixty-five cents (\$.65) per hour.
5. Longevity Payment. At the completion of ten (10) full years of service in the Baldwin-Whitehall School District, employees shall be entitled to a longevity payment of 1 dollar (\$1.00) per hour. Such longevity payment shall be added to the employee's regular hourly rate each year thereafter. The longevity payment shall become effective on July 1 of the year following the completion of the tenth year of service.
6. Stipend for Teaching Adult Education Classes. Any bargaining unit employee who is assigned to teach any adult education class shall be paid an additional stipend of three dollars (\$3.00) per hour. Such stipend shall be added to the employee's regular hourly rate. All such teaching shall be approved in advance by the employee's supervisor and shall be performed during hours when the employee would not normally be scheduled to work.
- B. Computation of Pay. The gross pay for each employee during each pay period shall be computed by multiplying the sum of the number of hours actually worked and the number of hours for which paid leave is authorized times the hourly rate for the position as indicated in the Compensation Schedule. Nothing in this Agreement shall be construed to indicate that an employee shall be guaranteed a specified salary for any one year during the term of this Agreement. In cases of unpaid leaves of absence, strikes, furloughs, and other non-paid absences, and employee's actual compensation shall be adjusted to reflect the reduction of the loss of pay resulting from such absences. Any paraprofessional or secretary who works less than twelve (12) months per year shall have the right to elect to be paid on the same schedule as twelve (12) month employees of the District throughout the calendar year.
- C. Effective Dates. Wages shall become effective on July 1 of each fiscal year during the term of this Agreement based on the employee's seniority as set forth in Section A of this Article.
- D. Temporary Assignments.
- 1. Compensation for Temporary Assignments. A regular employee who is temporarily assigned to work in another classification within a department (except Food Service Department) or in a position in another department shall receive the substitute rate of pay for such classification or position for the hours which he works. However, the employee shall not be paid less than his regular rate of pay for said temporary assignments.

2. Compensation for Temporary Assignments in Food Services Department. Cafeteria employees who are temporarily assigned to work in another classification within the cafeteria department shall be paid at the regular rate of pay of that classification.

ARTICLE XX

EXECUTION OF AGREEMENT

This Agreement has been executed in duplicate, with one such document to be retained by the Association and the other by the Employer.

Within sixty (60) days after the execution hereof, copies of this Agreement shall be printed at the expense of the Employer. Copies shall be made available to the employees through their Association representatives.

WITNESS the due execution hereof the day and year first above written.

BALDWIN-WHITEHALL  
SCHOOL DISTRICT



\_\_\_\_\_  
President of the Board

*Thearita Hanshaw*  
\_\_\_\_\_  
Secretary of the Board

BALDWIN-WHITEHALL SERVICE  
EMPLOYEES ASSOCIATION  
ESPA/PSEA/NEA



\_\_\_\_\_  
President

*Eric Reynolds*  
\_\_\_\_\_  
Witness

**“APPENDIX “A”**

**COMPENSATION SCHEDULE - TRANSPORTATION SERVICES DEPARTMENT**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
<b>Category I - Mechanics</b>				
Step 1	25.66	26.48	27.32	28.20
Step 2	28.47	29.38	30.32	31.29
Step 3	33.17	34.23	35.33	36.46
<b>Category II - Drivers</b>				
Training	15.04	15.52	16.01	16.53
Layover	18.62	19.21	19.83	20.46
Driving Step 1	22.55	23.27	24.02	24.78
Driving Step 2	25.26	26.07	26.91	27.77
Driving Step 3	28.51	29.43	30.37	31.34
Instructor/ Trainer	28.45	29.86	31.31	32.81
<b>Category III - Attendants</b>				
Training	11.56	11.93	12.31	12.70
Permanent	20.92	21.59	22.28	22.99
<b>Category IV - Bus Cleaners</b>				
Extra	15.19	15.68	16.18	16.70
Permanent	19.35	19.97	20.61	21.27
<b>Category V - Extra Drivers</b>				
Training	14.00	14.45	14.91	15.39
Layover	17.32	17.87	18.44	19.03
Driving Step 1	18.40	18.99	19.60	20.22
Driving Step 2	20.61	21.27	21.95	22.65
Driving Step 3	22.82	23.55	24.30	25.08
<i>Continued next page.</i>				

**“APPENDIX “A”**

**COMPENSATION SCHEDULE -**

**TRANSPORATION SERVICES DEPARTMENT (continued)**

<b>Category VI - Extra Attendants</b>				
Training	11.56	11.93	12.31	12.70
Extra Attendants	14.12	14.57	15.04	15.52
<b>Category VII - Van Drivers w/CDL</b>				
<b>Hired Before July 31, 2022</b>				
Step 1	21.85	21.96	22.07	22.18
Step 2	24.48	24.60	24.73	24.85
Step 3	27.63	27.77	27.91	28.05
<b>Category VIII - Van Drivers</b>				
<b>Hired After August 1, 2022</b>				
Step 1	18.00	18.58	19.17	19.78
Step 2	20.00	20.64	21.30	21.98
Step 3	22.00	22.70	23.43	24.18



**“APPENDIX “B”**

**COMPENSATION SCHEDULE - ADMINISTRATIVE SECRETARIES**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Step 1	20.13	20.78	21.44	22.13
Step 2	21.36	22.05	22.75	23.48
Step 3	26.31	27.15	28.02	28.91

**“APPENDIX “C”**

**COMPENSATION SCHEDULE - BUILDING SECRETARIES**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Step 1	20.13	20.78	21.44	22.13
Step 2	21.36	22.05	22.75	23.48
Step 3	26.31	27.15	28.02	28.91

**“APPENDIX “D”**

**COMPENSATION SCHEDULE - NOONTIME AIDES/BREAKFAST  
MONITORS/STUDENT MONITORS**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Training	11.56	11.93	12.31	12.70
Permanent	15.99	16.50	17.03	17.57
<b>Student Monitor</b>				
Step 1	13.07	13.48	13.91	14.36
Step 2	13.94	14.39	14.85	15.32
Step 3	14.84	15.32	15.81	16.31

**“APPENDIX “E”**

**COMPENSATION SCHEDULE - PARAPROFESSIONALS**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Training	12.50	13.75	15.00	16.25
<b>Paraprofessionals</b>				
Step 1	17.52	18.08	18.66	19.26
Step 2	18.80	19.40	20.03	20.67
Step 3	21.98	22.69	23.41	24.16
<b>Deaf/Blind Intervener</b>				
Step 1	17.52	18.08	18.66	19.26
Step 2	18.80	19.40	20.03	20.67
Step 3	21.98	22.69	23.41	24.16
<b>Behavioral Technician Differential (Hourly Rates)</b>	0.75			

**“APPENDIX “F”**

**COMPENSATION SCHEDULE - FOOD SERVICES DEPARTMENT**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
<b>Head Cook</b>	21.60	22.29	23.00	23.74
<b>Grill Worker</b>	19.88	20.51	21.17	21.85
<b>General Worker</b>	17.61	18.17	18.75	19.35

**“APPENDIX “G”**

**COMPENSATION SCHEDULE – FACILITIES DEPARTMENT**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
<b>Lead Custodian</b>				
Step 1	20.08	20.89	21.72	22.59
Step 2	22.40	23.30	24.23	25.20
Step 3	25.20	26.21	27.26	28.35
<b>Custodian - Full Time</b>				
Step 1	19.79	20.29	20.79	21.31
Step 2	22.08	22.63	23.20	23.78
Step 3	24.84	25.46	26.09	26.75

**CUSTODIAL DEPARTMENT**

<b>DIFFERENTIALS (Hourly Rates)</b>	
<b>Custodial Lead</b>	\$0.60
<b>District Mail/Supply</b>	\$0.30
<b>Wallace Supply</b>	\$0.25
<b>High School Supply</b>	\$0.20

**“APPENDIX “H”**

**COMPENSATION SCHEDULE - COMPUTER TECHNICIANS DEPARTMENT**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
<b>Computer Technician I</b>	16.59	17.13	17.67	18.24
<b>Computer Technician II</b>	24.17	24.94	25.74	26.56

**“APPENDIX “I”**

**COMPENSATION SCHEDULE - MAINTENANCE DEPARTMENT**

<b>POSITION</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
<b>Certified</b>				
Step 1	25.85	26.89	27.96	29.08
Step 2	28.69	29.84	31.03	32.28
Step 3	33.43	34.76	36.15	37.60
<b>Skilled</b>				
Step 1	25.54	26.25	26.97	27.71
Step 2	28.35	29.13	29.93	30.75
Step 3	33.02	33.93	34.87	35.82
<b>Semi-Skilled</b>				
Step 1	25.11	25.36	25.61	25.87
Step 2	27.87	28.14	28.43	28.71
Step 3	32.46	32.79	33.11	33.45



**“APPENDIX “J”**

**COMPENSATION SCHEDULE - HEALTH SERVICES NURSE**

<b>POSITION</b>	<b>Base Year</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Step 1	19.51	20.13	20.78	21.44	22.13
Step 2	20.70	21.36	22.05	22.75	23.48
Step 3	25.49	26.31	27.15	28.02	28.91