

AGREEMENT

between the

**Coatesville Area Federation of
Educational Employees (“Federation”)**

and the

Coatesville Area School District

July 1, 2022, to June 30, 2026

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AGREEMENT

Article I. Terms of Agreement

THIS AGREEMENT is made and entered into by and between the COATESVILLE AREA SCHOOL DISTRICT ("the School District"), and the COATESVILLE AREA FEDERATION OF EDUCATIONAL EMPLOYEES, (the "Federation").

§1.1 Term. The term of the Agreement shall be July 1, 2022, through June 30, 2026. If at the conclusion of the term of this Agreement either side desires to modify the Agreement, they shall give notice in accordance with Act 88 of 1993, and negotiations for a successor agreement shall commence no later than January 30, 2026.

§1.1.1 Reopener. Notwithstanding anything herein to the contrary, in the event that the School District experiences "financial distress" as defined herein, the School District has the unilateral right to advance the expiration date of this Agreement and reopen this Agreement by giving the Federation a notice of the advancement of the expiration date and desire to reopen the Agreement with at least thirty (30) days advance notice in writing to the President of the Federation. Upon the School District's issuance of the notice described in this **§1.1.1**, "status quo" shall exist and the parties shall promptly engage in collective bargaining. If the parties cannot reach agreement on the reopened Agreement within ninety (90) calendar days after receipt of the written notice, either party shall be permitted to engage in a strike or a lockout in accordance with law in support of its demands notwithstanding any other provision of this Agreement. There shall be no strike or lockout during the aforesaid ninety (90) calendar day period of time. No change in the "status quo" shall be allowed until impasse.

§1.1.1.1. "Financial distress" means when any one or more of the following circumstances occurs:

§1.1.1.1.1 The salaries of any teachers or other employees have remained unpaid for a period of thirty (30) days;

§1.1.1.1.2 The tuition due another school district remains unpaid on and after January first of the year following the school year it was due and there is no dispute regarding the validity or amount of the claim;

§1.1.1.1.3 The School District has defaulted in payment of its bonds or interest on such bonds or in payment of rentals due any authority for a period of thirty (30) calendar days and no action has been initiated within that period of time to make payment;

§1.1.1.1.4 The School District has accumulated and has operated with a deficit equal to two per centum (2%) or more of the assessed valuation of the taxable real estate within the district for two successive years;

§1.1.1.1.5 The School District has been declared to be distressed in accordance with section 691 of the School Code, 24 P.S. §6-691;

§1.1.1.1.6 The School District has failed or will fail to provide for an educational program in compliance with the provisions of the School Code, regulations of the State Board of Education or standards of the Secretary of Education;

§1.1.1.1.7 Real estate tax collections by December 31 of any school year is more than three percent (3 %) less than budgeted; or

§1.1.1.1.8 Charter school costs exceed budgeted costs by more than three percent (3 %).

§1.1.1.2. The School District may not reopen this Agreement unless it takes action to reopen the collective bargaining agreement of any other collective bargaining unit.

§1.1.1.3 Upon the Agreement being opened, the only issues subject to negotiation shall be wages, health care and the minimum number of employees in the bargaining unit.

§1.2 *Prohibition of Strikes and Lockouts.* The Federation and the School District agree not to engage in, instigate or condone any strike, lockout, work stoppage or refusal to perform work on the part of any Employee covered by the contract over issues related to the implementation and/or interpretation of this contract to which both parties have agreed. This provision, in no way, takes away the right of the Employees to strike under the Pennsylvania Public Employee Relations Act in bargaining over a new contract.

§1.3 *Compliance with Law.* Any provision of this Agreement which may be determined to be in direct conflict with state statute is hereby amended to conform to the requirements of such statute. If any part of this Agreement is found to be unacceptable in regard to state regulations or judicial action, other aspects will continue to be in full force and effect. Such provisions contrary to law shall be deemed invalid.

§1.4 *Emergencies.* "A True Emergency" in this Agreement shall mean a sudden, unexpected state of affairs calling for immediate action. Emergencies such as fire, snow, serious accident, or incidents of a like or equal nature may cause deviation from the Agreement as determined by the Superintendent.

§1.5 *Management Rights.* The operation and management of the School District and the direction of its Employees are vested in the School Board. Except as specifically restricted by the provisions of this Agreement or other Federal or state law, the School Board has the exclusive authority to establish policy and manage the conduct of the public schools within its jurisdiction. The School Board's exclusive authority includes, but is not limited to, the right to operate the School District, to staff the School District, to direct Employees, to assign work to Employees, to transfer work or Employees; and to discipline and discharge Bargaining Unit members for just cause. This Agreement does not, in any way, restrict the rights of the Federation as permitted by Act 195 to bring to the School District, on a "meet and discuss" basis, policy matters affecting wages, hours, terms or conditions of employment or to grieve alleged violations of the Contract or to bargain over proposed changes to matters which are mandatory subjects of bargaining under Act 195.

§1.6 Meeting Following Contract Ratification. Following the resolution of a new agreement, there shall be a joint meeting of all full-time and all regular employees and managers, conducted by the chief spokesperson and/or the President of the Federation and the proper representatives from the School District to negotiations, for the purpose of interpretation of the new agreement. That meeting is to take place as soon as convenient to the parties.

§1.7 Nature of Agreement. This Agreement shall constitute the full and complete Agreement between the parties, provided, however, the parties may, by mutual agreement, subsequently enter into supplemental Agreements.

§1.8 Printing of Agreement. No later than sixty (60) days after this Agreement has been ratified by both parties, the School District shall post this Agreement on its website and shall maintain said posting until a new collective bargaining agreement has been entered into.

§1.9 Zipper Clause. The parties agree that all items desired by each party have been discussed during negotiations to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not during the life of this Agreement unless the parties mutually agree to waive this provision of the Agreement.

§1.10 Definitions. When capitalized, the following terms shall have the meaning given to them in this Section unless the context clearly indicates otherwise:

§1.10.1 “Agreement” means this Collective Bargaining Agreement negotiated between the Federation and the School District. There are no “side agreements,” Memorandum of Understandings or Memorandum of Agreements between the parties hereto except for those agreed upon by the parties after entering into this Agreement.

§1.10.2 “Federation” means the Coatesville Area Federation of Educational Employees, and its agents and representatives

§1.10.3 “Bargaining Unit” means all Employees covered under the terms and conditions of this Agreement.

§1.10.4 "School District" means the Coatesville Area School District.

§1.10.5 “Employee” means an employee in the Bargaining Unit.

§1.10.6 “FMLA” shall mean the Family and Medical Leave Act and its implementing regulations.

§1.10.7 “School Board” or “Board” means the Board of School Directors of the School District.

§1.10.8 “Fiscal Year” means the period of time from July 1 to the subsequent June 30 each year.

§1.10.9 "Superintendent" means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them.

§1.11 *Construction.*

§1.11.1 The words "include," "includes," and "including" are deemed to be followed by the words "without limitation";

§1.11.2 The words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

§1.11.3 References herein to sections or subsections includes all of their subsections.

§1.11.4 References herein to Articles includes all of the sections and subsections in the Article.

§1.11.5 Reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Article II. Federation Rights and Responsibilities

§2.1 *Bulletin Boards.* The School District will provide bulletin boards in the cafeteria area or in the custodial area for posting announcements relating to the Federation. The School District will also make facilities available to the Federation for holding Federation meetings. Request for such facilities shall be made to the Superintendent at least three (3) days in advance, following the use of facilities procedures.

§2.2 *Liaison Meeting with Management.* The President and grievance chairperson of the Federation or their designee(s) shall meet with the Superintendent (during working time) at such time as is mutually agreed upon. The purpose of this meeting will be to discuss matters relating to this Agreement or matters of mutual interest to the parties in an effort to resolve concerns before they become major problems or grievable incidents.

§2.3 *Negotiation Information.* The School District shall furnish to the Federation, in accordance with applicable law financial and personnel data and such other information as will assist the Federation in developing sound recommendations for consideration by the School District.

§2.4 *New Classifications.* If a new classification is created that the School District agrees is properly within the Bargaining Unit, the School District shall notify the Federation for the purpose of negotiating salary, working conditions and terms of employment for the new class. If the parties cannot agree as to whether or not a newly created classification is properly included within the Bargaining Unit, either party may take appropriate steps to resolve that dispute before the Pennsylvania Labor Relations Board. Notwithstanding anything herein to the contrary, any new classification that would be within the Bargaining Unit may be filled by the School District with employees of a contractor at the School District's discretion. The contracting provisions of this

Agreement shall be applicable to any new classification that is properly within the Bargaining Unit.

§2.5 Recognition and Union Security.

§2.5.1 Recognition. The School District recognizes the Federation as the sole bargaining agent for all custodial, cafeteria and maintenance Employees. There shall be no discrimination, restraint or coercion by either against any Employee because of Federation activity or because of race, creed, color, sex or age.

§2.5.2 Payroll Deductions for Membership. The School District agrees, upon receipt of an Employee's signed written authorization, to the following payroll deductions in addition to those required by law:

§2.5.2.1 A voluntary membership dues deduction will be made in the amount specified by the Federation. Deductions will be deducted the number of times and dates to be mutually agreed upon by the Federation and Administration. The amount to be deducted shall be certified annually to the School District by the Federation.

§2.5.2.2 A master list of all Bargaining Unit members shall be provided by the Federation to Payroll prior to June 30th of each year.

§2.5.2.3 It shall be the responsibility of the Federation to enroll Employees who wish to take advantage of this provision.

§2.5.2.4 A signed dues deduction authorization card, once received by Payroll, will continue in force until contrary notification is submitted, or employment is terminated.

§2.5.3 Indemnity. The Federation shall indemnify and hold harmless and defend the School District, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of the purposes of complying with the above provisions of this Article, or in reliance on any list, notice certification, affidavit, or assignment furnished under any such provisions.

§2.6 Federation Meeting; Attendance/Excused From Work. The President, Vice-President, Secretary, Treasurer and Chairperson of the Grievance Committee of the Federation may request to be excused from work, with pay, to attend Federation business meetings when they are scheduled to perform during work hours subject to the following terms, conditions and limitations:

§2.6.1 Any such request shall be granted provided the School District is given such reasonable notice of the request so as to permit it to secure a substitute Employee to perform the work of the Employees excused.

§2.6.2 No one person may exceed 10 days, not counting arbitrations.

§2.6.3 The Federation shall reimburse (“the Reimbursement”) the School District’s payment of wages, all wage taxes and all PSERS contributions. The parties shall promptly meet or confer to determine the Reimbursement amount. The Reimbursement shall be made by the Federation within ten (10) calendar days of said meeting. In the event that the Reimbursement is late, interest shall be paid by the Federation at the rate of six percent (6%) compounded annually. In the event that the Reimbursement is not paid within thirty (30) calendar days from the date of the meeting between the parties, the School District can initiate any reasonable collection efforts and the Federation shall pay all costs of the collection, including reasonable attorneys fees, in addition to interest as stated.

§2.7 *Contracting.*

§2.7.1 Except as expressly and specifically stated in this §2.7, the School District may contract out any Bargaining Unit work so long as it does not result in the layoff of any Employee or reduction of a full-time Employee to part-time.

§2.7.2 For purposes of clarification, the following examples apply to illustrate the intent of the parties under the prior sentence:

§2.7.2.1 If a custodian(s) resigns, retires or is discharged for just cause (a discharge for just cause is subject to the grievance and arbitration process and reinstatement if ordered by an arbitrator), the School District can fill the vacancy(ies) with a new Employee(s) or can contract out the vacancy(ies);

§2.7.2.2 The School District can fill all future vacancies or new positions with contractors;

§2.7.2.3 The School District can fill any of the existing vacancies with either new Employees or through contracting, such as the trades vacancies existing at the time that this Agreement is entered into.

§2.7.3 Notwithstanding what is stated in §2.7.1 and §2.7.2, the School District shall: (a) attempt to hire only employees and not utilize contractors when the new school that is currently referred to as “King’s Highway” (“King’s Highway”) opens; and (b) attempt to maintain at least seventy-three (73) Employees in the bargaining unit.

§2.7.3.1 For purposes of this §2.7.3, the term “attempt” is understood to mean that the School District will post/advertise vacancies, interview applicants and endeavor to fill any vacancies with a qualified applicant. Existing Employees shall have the opportunity to request transfer to any vacancies in accordance with §4.9 of this Agreement.

§2.7.3.2 For purposes of this §2.7.3, a “qualified applicant” is understood to mean a prospective employee meeting the uniformly applied, minimum qualifications for the position as stated in the position description, and who is not prohibited from being employed by the School District under applicable law.

§2.7.3.3 If no qualified individual applies for a vacancy in King's Highway or for a vacancy that must be filled to keep the employees in the bargaining unit at seventy-three (73) Employees, the School District may utilize a contractor.

§2.7.3.4 Preference for School District Residents. In the event that a School District resident(s) and a non-resident(s) applies for a position, if the applicants are equally qualified, the resident(s) shall be given preference over non-residents, provided that the non-resident is not protected by a legally imposed preference, such as Veteran's preference. If it is determined that the non-resident(s) is more qualified than the resident(s), the School District may hire the non-resident. The School District's decision with regard to qualifications shall not be subject to the grievance or arbitration provisions of this Agreement.

§2.7.4 Notwithstanding anything herein to the contrary, in the event that the School District closes any school or other building where Employees are assigned, the minimum number of Employees that the School District shall attempt to maintain shall be proportionately reduced.

§2.8 *Volunteerism.* The right to have volunteers to do any type of work within the jurisdiction of the Federation shall be vested exclusively with the School District provided, however, that such volunteers would not require Employees in the Bargaining Unit to be laid-off, or reduced in rate of base pay, prevent laid-off Employees from being recalled or prevent qualified Employees from being upgraded to positions in the Bargaining Unit.

§2.8.1 That all volunteers' work will be submitted to the Superintendent, which will follow the volunteerism guidelines.

§2.8.2 *Volunteerism Guidelines.*

§2.8.2.1 Any official in the School District voluntary group has the right to do any "functions" for the benefit of the School District students or School District on a voluntary basis but should follow the School District guidelines.

§2.8.2.2 Fill out Building & Grounds request for Voluntary Work Form.

§2.8.2.3 If any School District equipment or chemicals are needed to clean an area, a building custodian must be present because of the Use of Equipment Safety Codes requirements. (Sweeping and picking up is not considered use of School District equipment or chemicals.)

§2.8.2.4 There must be a building Principal in the building at all times.

§2.8.2.5 If any area of maintenance is to be done, there must be a School District maintenance person certified in the area that is being done by the volunteers to make sure that Safety Codes and requirements are followed.

§2.8.2.6 Any use of the kitchen area must have a School District certified person on hand.

§2.8.3 *Examples of Volunteerism.*

§2.8.3.1 Driving a School District vehicle, if certified and an adult of the group.

§2.8.3.2 PTA & PTO Santa Workshops

§2.8.3.3 Painting of an area.

§2.8.3.4 Cleaning up after a football game.

§2.8.3.5 Paper Drives.

§2.8.3.6 Etc.

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**Building and Grounds Request for Volunteer Work
Special Instructions**

Please complete the following information and submit with completed application for Use of School District Facilities.

Organization _____ Building: _____

Date and Time: _____

Areas Requested: _____

Outline of work to be performed by your organization:

If a School District employee is requested, please fill out the following:

<u>Personnel Requested:</u>	<u>Number</u>	<u>Approx. Hours</u>
Custodian	_____	_____
Maintenance	_____	_____
Grounds Crew	_____	_____
Labor Pool	_____	_____
Food Services	_____	_____

Duties Requested:

- Open Building
- Close Building
- Set up
- Clean up
- Number of hours needed

Other: _____

Custodial fees paid by organization: Yes No

SCHOOL DISTRICT USE ONLY

Building Principal Recommendation: Yes No

Approved: _____ Date: _____
Superintendent/Designee

Article III. Grievance Procedure

§3.1 No Strikes/Lockouts. During the life of this Agreement there shall be no strikes, work stoppages, slowdowns or other interference or interruption of work on the part of the Federation, and there shall be no lockouts on the part of the School District.

§3.2 Grievance Defined. A grievance is a dispute arising between the Federation and the School District out of the interpretation or application of this Agreement. Any such grievance shall be adjusted in the following manner, unless otherwise stated elsewhere in this Agreement.

§3.2.1 Level 1 - Informal (Immediate Supervisor). The aggrieved Employee shall first discuss the grievance orally with his/her immediate Supervisor, Building Principal for custodial Employees; Supervisor of Buildings and Grounds for maintenance Employees, Supervisor of Food Service for cafeteria Employees, with the objective of resolving the matter informally. However, if it is a grievance involving discipline, the Employee shall be informed of his/her rights to request a representative of the Federation to be present during the oral discussion.

§3.2.2 Level 2 – Formal (Director of Human Resources). In the event a grievance cannot be resolved informally as provided in (B) above the grievance shall be reduced to writing within ten (10) working days of the occurrence and submitted to the Director of Human Resources who shall within ten (10) working days after receipt of the grievance, meet with the aggrieved Employee and the appropriate Federation representative, when necessary, and submit a written answer to the Federation.

§3.2.3 Level 3 - Formal (School Board/Superintendent). If no accord is reached, the Federation may, within five (5) working days from the date of the written answer referred to in (c) submit the grievance to the School Board/Superintendent for a joint meeting to resolve the grievance.

§3.2.3.1 Upon receipt of a grievance at this Level, the School Board/Superintendent, or a committee of the School Board shall schedule a meeting with the Federation within ten (10) working days at a mutually convenient time and place to discuss the grievance. The School Board/Superintendent shall respond in writing to the grievance within five (5) workdays after the meeting is held .

§3.2.4 Level 4 – Formal (Arbitration/Settlement). Upon submission of the dispute to arbitration, the parties shall have ten (10) working days in which to confer and attempt to agree upon an arbitrator. If no agreement is reached, the arbitrator shall be selected by requesting a list of seven names from the American Arbitration Association using its "List Only" service, and alternately striking names. The School District shall strike the first name. If either party fails to comply within the time limits set forth in this Article, the other party shall deem the failure to answer a rejection and be free to move to the next step. Submission to arbitration, must in all cases, be confirmed in writing by the moving party to the other party within forty (40) working days of the date of the occurrence that precipitated the grievance.

§3.2.4.1 In respect to any matter submitted to arbitration, the arbitrator shall have no right to modify, amend or add to the terms of this Agreement or to require the School District, Federation or any Employee to do any action which it or he/she is not required by law or by this Agreement to perform. Each party shall share equally the expense of the arbitration and the decision of the arbitrator within the scope of his/her authority shall be final and binding upon both parties during the term of this Agreement.

§3.3 *Grievances by School District.* In the event of any grievance by the School District, the parties shall meet and make a reasonable effort to resolve the grievance. In the absence of a resolution within ten (10) workdays of the submission of the grievance to the Federation, the School District shall have the right to initiate arbitration of the grievance within thirty (30) calendar days of the initial submission of the grievance to the Federation.

§3.4 *Arbitration; Appeals.* Only the Federation and the School District may initiate arbitration or appeal an arbitration decision.

§3.5 *Prohibition of Reprisals, Modification To Contract Settlements or Conflicts.* Any adjustment/settlement of such a grievance shall not be inconsistent with the terms of this Agreement and a representative of the Federation shall be given an opportunity to be present at any such adjustment/settlement. There shall be no reprisals of any kind taken by the School District or any agent hereof against any representative, or any member of the Federation, or any other participant of the grievance Procedure.

§3.6 *Definitions, Purpose, Time Limits, Records, Cost.*

§3.6.1 *Definitions:*

§3.6.1.1 "Grievance" means a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

§3.6.1.2 "Grievant" means the person or persons making the complaint.

§3.6.1.3 "Days" mean workdays.

§3.6.1.4 "School Board" means the elected body of the Board of School Directors.

§3.6.2 *Purpose.* The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may arise affecting Employees. Both parties agree that these proceedings will be kept informal as may be appropriate at any level of the procedure.

§3.6.3 *Time Limits.* It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual, written agreement.

§3.6.4 *Records*. All written records dealing with the grievance shall be filed separate from the Employee's personnel file.

§3.6.5 *Costs*. The Federation and the School District shall share equally the expenses of arbitration.

Article IV. Compensation

§4.1 *Credit Union*. A twelve-month full-time Employee or a ten-month Employee may request payroll deductions for contributions to their individual accounts through the bank or credit union of their choice, The School District reserves the right to determine the number of deductions and the time of these deductions.

§4.2 *Overtime PayRate*. Time worked in excess of eight (8) hours a day or forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate of pay.

§4.3 *Holiday Effect on Overtime*. For the purpose of computing weekly overtime a paid holiday shall be considered eight (8) hours of work.

§4.4 *No Forced Compensatory Time*. No Employee shall be required to accept compensatory time off in lieu of overtime compensation.

§4.5 *Payroll Errors*. Payroll errors in excess of \$25.00 shall be corrected within the same day that the existence of the error is verified by the School District.

§4.6 *Probationary Employees' Pay Rate (New Hires Only)*. As to each job classification (see **Exhibit A**, Rates of Pay), a newly hired Employee shall be considered probationary and shall be paid one dollar (\$1.00) per hour less than the rate set forth for the job classification for the first 1,040 hours actually worked for all classifications except food service utility workers. The new hire pay rate and probationary period shall apply for the first 520 hours actually worked for food service utility workers. When the probationary period is satisfactorily completed and same is certified to the Human Resources Office by the Employee's Supervisor, the Employee shall be placed on the applicable hourly wage rate. This provision applies to new hires only and does not apply to current Employees moving from one job classification to another job classification.

§4.7 *Rates of Pay (Hourly)*. The hourly wage schedule for Employees is attached hereto as Exhibit "A". Employees shall be paid in accordance with the schedule except as provided otherwise in this Agreement for probationary Employees.

§4.8 *Movement of New Hires to Schedule*. After completing the probationary period, new hires shall be placed on the hourly wage schedule at the "New" Employee level in the appropriate job classification. (See §4.6, Probationary Employees)

§4.9 *Promotion or Transfer*. For all other Employees, a promotion or transfer from one job classification to another shall be based on the following:

§4.9.1 The existence of a vacancy that the School District determines to fill with an Employee rather than a contractor;

§4.9.2 The Employee's compliance with posting and other requirements of this Agreement;

§4.9.3 1040 hours in the current step/level (520 hours for food service utility workers);

§4.9.4 Submission of an application online by the Employee requesting a transfer or promotion;

§4.9.5 Pass a test to determine qualifications necessary within the job description of the area of promotion; provided, however that the School District, in its discretion, may waive the requirement that an Employee take a test to move from one level within a job classification to the next level within the same job classification;

§4.9.6 Satisfactory evaluation of the immediate Supervisor; and

§4.9.7 The School District shall conduct the test (*see* §4.9.5) and complete the evaluation (*see* §4.9.6) within sixty (60) working days of receipt of letter. If the School District fails to do so, and the Employee subsequently receives satisfactory evaluation and passes test, thereby triggering movement to next level within a job classification or to a higher job classification, the Employee shall receive the pay adjustment retroactive to sixty (60) working days after the School District received the Employee's letter.

§4.10 *Effect of Change in Classification.* After an Employee moves from one job classification to another job classification, he or she shall be subject to a sixty (60) calendar day probationary period. If the School District, in its discretion, deems the Employee's performance is unsatisfactory during the probationary period, the School District may return the Employee to the job classification level from which the Employee moved.

§4.11 In the event an Employee is working at a higher rate classification for the convenience of the School District, the Employee shall receive the rate of the higher classification. In the event the Employee is working at lower rate classification for the convenience of the School District, the Employee shall continue to receive the rate of pay of their usual classification.

§4.12 *Recall—Pay Provisions.*

§4.12.1 All Employees who are called back to work in any regular day, shall be guaranteed three (3) hours of pay at the rate of one and one-half times his/her regular rate. Recall occurs when an Employee has left his/her work on his/her regular shift or tour of duty or is an Employee who is recalled on a scheduled day off.

§4.12.2 If an Employee is called back to work before the start of his/her regular shift, he/she shall be paid for hours worked at his/her regular rate of pay.

§4.12.3 This recall provision shall not be applicable to cafeteria Employees who, after their regular workday, perform duties in connection with a dinner or meal served by the School District and for which the School District only makes a charge directly related to the cost of the meal.

§4.12.4 In the event that the School District needs Employees to respond to a True Emergency outside their regular work schedule, and there are insufficient Employees who have volunteered for overtime to cover the need, the School District may mandate Employees to work, in inverse order of seniority (least senior Employee first), subject to the requirements of the preceding paragraph.

§4.12.5 If a mandated Employee is unable to safely report to work due to circumstances beyond his or her control (for example, excessive snow, ice, flooding, lack of appropriate childcare, etc.), he or she shall not be required to report to work. Additionally, Employees will not be mandated to perform work which they are not qualified to perform or to operate equipment which they are not qualified to operate.

§4.13 *Reporting To Work When Not Advised To Report (Conditional Monetary Compensation).* Each twelve (12) month Employee or nine and one-half (9 1/2) month full-time Employee who reports to work as scheduled without being advised not to report shall receive pay for hours worked, only in the event the School District sends the Employee home, the Employee will receive wages for scheduled work hours.

§4.14 *Temporary Transfer To A Higher Classification (Food Service).* If at any time a food service Employee is assigned to the position of cafeteria manager on a temporary basis (less than 21 weeks), the food service Employee shall receive Thirteen Dollars and Fifty-seven Cents (\$13.57) per day extra in compensation during the term of service.

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Exhibit A

Rates of Pay (Hourly)

For purposes of this salary schedule, an “existing” Employee in each classification means an Employee who was employed in that classification before May 1, 2016. A “new” employee in the classification means an Employee newly employed by the School District or newly promoted into the classification on or after May 1, 2016.

Job Classification	2022-2023	2023-2024	2024-2025	2025-2026
Existing Tradesman Super Technician	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
Existing Tradesman High Technician	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
Existing Tradesman	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
New Tradesman (of any title)	\$29.12	\$30.06	\$30.86	\$31.89
Existing Inventory Supply Person	\$19.80	\$20.44	\$21.05	\$21.68
New Inventory Supply Person	\$18.64	\$19.25	\$19.83	\$20.42
Existing Labor Pool	\$19.80	\$20.44	\$21.05	\$21.68
New Labor Pool	\$18.64	\$19.25	\$19.83	\$20.42
Existing Grounds Keeper	\$25.63	\$26.46	\$27.25	\$28.07
New Grounds Keeper	\$24.47	\$25.26	\$26.02	\$26.80
Existing Head Custodian	\$23.30	\$24.06	\$24.78	\$25.52
New Head Custodian	\$22.13	\$22.85	\$23.54	\$24.25
Existing Custodian	\$19.80	\$20.44	\$21.05	\$21.68
New Custodian	\$18.64	\$19.25	\$19.83	\$20.42
Existing Food Service Inventory Supply	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
New Food Service Inventory Supply	\$21.76	\$22.47	\$23.14	\$23.83
Existing Food Service Cook	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
New Food Service Cook	\$19.33	\$19.98	\$20.56	\$21.18
Existing Food Service Lead Worker	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
New Food Service Lead Worker	\$18.06	\$18.65	\$19.21	\$19.79
Existing Food Service Utility Worker	Same hourly rate as existed on 6/1/2022, increased by 3.25% effective July 1 of each year of this Agreement.			
New Food Service Utility Worker	\$17.08	\$17.63	\$18.16	\$18.70

Article V. Fringe Benefits

§5.1 Health Care And Prescription Plan. The School District shall offer to each qualified Employee the health care plan and prescription plan as defined below:

§5.1.1 Keystone Direct Point of Service C3-F2-01 with \$250/\$500 in-network deductible;
and

§5.1.2 Prescription: \$5/\$20/\$50 Drug Plan as described below.

§5.2 Health Benefits. The School District shall offer to each otherwise Employee who works at least seven (7) hours per day, five (5) days per week and for at least one hundred and eighty (180) days during the fiscal year; however, those Employees who are classified as full-time Employees since on or before June 30, 2008 (because they have been scheduled to work at least five (5) hours per day, five (5) days per week, for at least one hundred and eighty (180) days during the fiscal year) shall continue to be classified as full-time Employees so long as they continue to work in the Bargaining Unit at least five hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year, the following Health Benefits: Medical, Prescription Drugs (through a prescription-card service program), Dental and Vision. These Health Benefits are provided under and subject to the terms and conditions of the School District's Health Benefits Plan ("the Plan"). The terms and conditions of the Plan control; provided, however, that the Plan shall not be interpreted to contradict the express terms of this Agreement. The School District may elect to purchase insurance or self-insure for these Health Benefits.

§5.2.1 If, during the term of this Agreement the Commonwealth of Pennsylvania requires or permits the School District and its Employees, including Bargaining Unit members, to become part of a statewide plan for Health Benefits, the School District may take whatever steps are necessary to transition Bargaining Unit members from coverage under the School District's Plan to the State Plan as soon as practical for the School District regardless of the termination date of this Agreement and under such terms and conditions as are required or permitted by the State Plan. The parties agree that the School District has the discretion to enter into a State Plan if the State permits the School District to do so. The parties also agree that if the State Plan offers the School District choices with respect to levels of benefits or any other matters that are normally the subject of mandatory bargaining, then the School District and the Federation will engage in such bargaining.

§5.2.2 Spousal Coverage. For all new Employees hired on or after May 1, 2016, the following terms and condition shall apply:

§5.2.3 Notwithstanding anything herein to the contrary, if an Employee's spouse is employed and his/her employer provides individual medical coverage, the spouse shall not be eligible to participate in the School District's medical plans, including health benefits, prescription benefits, dental benefits and vision benefits (referred to hereinafter individually or together as "Health Benefits").

§5.2.4 Any spouse currently covered by the School District's Health Benefits shall, upon written request by the School District, provide written verification whether he/she is employed and, if employed, whether he/she is eligible to receive or elect benefits from his/her employer. If requested by the School District, any spouse currently employed must execute an authorization form allowing the School District to obtain said information from his/her employer.

§5.2.5 If a spouse currently receiving Health Benefits has the ability to elect coverage from his/her employer, the spouse shall be removed from the School District's medical benefits plan and enrolled in his/her employer's plan at the next available opportunity. Verification of the next open enrollment period from the spouse's employer will be required.

§5.2.6 An Employee may elect coverage for dependents upon providing appropriate verification of dependents.

§5.2.7 The School District has the right at any time to obtain verification from or inquire of any Employee or another as applicable to confirm whether the Employee's spouse or dependent is entitled to Health Benefits.

§5.2.8 Each Employee shall cooperate with such requests for verification or inquiries. If, at any time, it is determined that any Employee, spouse or dependent is not entitled to any benefits that had been paid or provided, the Employee shall be responsible for the repayment of the School District's share of any additional premium costs that resulted from the School District's provision of Health Benefits to the spouse or dependent in question. The Employee may also be subject to discipline or discharge, in accordance with applicable law and subject to the discipline provisions of this Agreement. Any overpayments of premium costs by the School District may be recouped by wage withholding to the extent permitted by law. Premium costs for purposes of this paragraph shall be the applicable COBRA rate as if the Employee were entitled to COBRA continuation.

§5.3 Enrollment. To elect coverage for the Health Benefits identified above, the member must complete the appropriate paperwork during the open enrollment period, as determined by the School District.

§5.4 Sharing The Financial Cost of Health Benefits Coverage. An Employee who elects Health Benefits (Medical, Prescription, Dental and Vision) coverage shall contribute to health care costs through payroll deduction on a pre-tax basis (if Employee participates and makes proper elections in Section 125 Plan) at the rate of ten percent (10%) of the premium cost of the health care plan and prescription plan provided to the Employee.

§5.5 Conditions Regarding Opting Out of The Health Benefits. An Employee may opt out of all health insurance coverage as a package only, including Medical, Prescription, Dental and Vision benefits. The School District will provide no reimbursement to those Employees who act to opt out.

§5.5.1 The School District may put reasonable conditions on the opting out of the health benefits described above. The member must sign a waiver of the (benefits) and a release of claims against the School District. The decision to opt out is binding until the next enrollment period unless the member has been receiving coverage under another person's benefits and loses that coverage as a consequence of a life changing event to the person under whom the member was receiving coverage, such as the death of an employed spouse, a divorce, or the spouse's loss of benefits. The member may then request that coverage be reinstated. The member will indicate his or her intent to opt out between June 1st and June 15th of each Fiscal Year on forms provided by

the School District. Employees hired after the start of the fiscal year will have the option of opting out upon initial employment in the School District.

§5.6 Plan of Benefits. See, the grid attached to this Agreement as **Exhibit B**, which describes the medical benefits.

§5.7 Prescription Benefits. Prescription program as determined by the Plan. This is a prescription card service program. Co-pays when prescriptions are dispensed. The participant shall pay:

§5.7.1 Non-formulary brand name --\$50.00 retail co-pay for a 30-day supply.

§5.7.2 Brand formulary - \$20.00 retail co-pay for 30-day supply.

§5.7.3 Generic - \$5.00 retail co-pay for 30-day supply.

§5.7.4 Mail Order - Same as retail co-pays for 30-day supply. For 31-90 day supply, double the applicable 30-day retail co-pay (e.g., \$10 for a 90-day supply of a generic drug; \$40 for a 90-day supply of a brand formulary drug).

§5.7.5 In addition to the above co-pays, if an Employee purchases a brand name when a generic is available, the Employee will pay the difference between the cost of the generic and the cost of the brand, name, unless the physician writes on the prescription that the brand name is "medically necessary" or "no generic substitute."

§5.8 Dental Benefits. Dental care program as determined by the Plan. Benefits provided:

§5.8.1 Class I (Preventative and Diagnostic): 100% of reasonable and customary

§5.8.2 Class II (Basic Restorative Treatment): 100% of reasonable and customary

§5.8.3 Class III (Major Restorative treatment): 100% of reasonable and customary

§5.8.4 Class IV (Orthodontic Treatment): Benefits are provided for only covered person under age 19; 50% Of reasonable and customary

§5.8.5 Deductible Amounts (per person):

§5.8.5.1 Class I and IV: None

§5.8.5.2 Class II and III: None

§5.8.6 Maximum Benefits:

§5.8.6.1 Class I, II and III: \$1,000 per person per calendar year

§5.8.6.2 Class IV: \$1,000 per lifetime

§5.9 Vision Benefits. Vision care program as determined by the Plan. Each person or family member covered under the Plan receives a calendar year maximum benefit of \$200.00.

§5.10 Income Protection - Long Term Disability

§5.10.1 Sickness Benefits - two (2) years.

§5.10.2 Accident Benefits – to Social Security Normal Retirement Age, or five (5) years, whichever is less.

§5.10.3 The Employee will receive 66 2/3% of the first \$4,000 monthly salary with the base salary prorated over twelve (12) months. The agreement is as follows:

§5.10.3.1 The interim period of sixty (60) consecutive days starts the day after the last earning day. During the interim period, if earned sick days are not available, the School District will pay thirty percent (30%) of the Employee's salary after the Employee qualifies and actually goes on Income Protection (61st day and thereafter.). During the interim period, the Employee will continue to receive medical benefits under same terms and conditions. While on Income Protection, Employee will continue to receive School District medical benefits under the same terms and conditions.

§5.10.3.2 Benefits begin on the 61st calendar day following the disability.

§5.10.3.3 Accumulated sick leave must be used, with the option of using personal days, vacation days to reduce or eliminate this 60-day period. The School Board will pay \$50.00 a day for the remainder (if any) of the 60-day period.

§5.10.3.4 A physician approved by both the Federation and the Board must provide a statement attesting to the Employee's long-term disability to qualify for this provision.

§5.10.3.5. This benefit is provided through a group insurance policy. The terms and conditions of said policy control and in the event of any conflict between the terms in this Agreement and in the policy, the policy controls. Further, in the event of any dispute about the benefit paid by the insurer, the appeal process in the policy is the exclusive means of resolving the dispute and the grievance and arbitration provisions in this Agreement shall not be utilized.

§5.10.4 Sick Leave Utilization. The following benefit plan is available to insured Employees as an alternative to receiving the standard Total Disability benefit under the Policy. The insured Employee may elect to receive either

§5.10.4.1 Full Total Disability benefits under the Policy, or

§5.10.4.2 Sick leave from the participating employer. If (b) is elected, then each full day of remaining sick leave must be taken for each working day of Total Disability. Payment at the rate of the Minimum Benefit for Total Disability shall also be made while sick leave is payable and the Minimum Benefit shall not be more than the Maximum Monthly Benefit for Total Disability.

§5.10.5 Salary after the two-year period for sickness will be at the discretion of the School Board.

§5.10.6 Eligibility for these benefits is dependent upon a written and signed statement by the family physician with an insurance company physician having the right of examination.

§5.10.7 After six months of disability, plan benefits are coordinated only with social security and disability benefits payable from any School District-sponsored retirement plan to provide up to 66 2/3% of salary not to exceed the stated monthly benefit.

§5.10.8 There shall be no "double dipping."

§5.11 *Term Life Insurance.* The School District will pay one hundred percent (100%) of the premium of term life insurance, including accidental death and dismemberment, equal the base salary rounded up or down to the nearest one thousand for twelve month full-time Employees and all ten month full-time Employees.

§5.12 *Continuation of Insurance Coverage While on an Unpaid Leave of Absence.* Unless covered by Family and Medical Leave Act Leave (*see, §6.1*) all Employees while on an unpaid leave of absence authorized by this Agreement may, at their option, and at their expense, continue their Health, Disability and Life Insurance benefits.

§5.13 *Group Insurance Policies.* Some of the benefits described herein are provided through a group insurance policy or a plan. The terms and conditions of said policies or plans control. In the event of any conflict between the terms in this Agreement and in the policy or plan, the policy or plan controls. Further, in the event of any dispute about the benefit paid or not paid by the insurer or plan administrator, the appeal process in the policy or plan is the exclusive means of resolving the dispute and the grievance and arbitration provisions in this Agreement shall not be utilized. The parties recognize that it is the Federation's duty to obtain and review any applicable insurance policy or plan description and to raise any dispute whether the insurance or plan is not in accordance with the terms of this Agreement promptly upon receipt of the policy or plan.

§5.14 *Most Favored Nation Clause.* If the School District unilaterally grants a new fringe benefit or an improvement in an existing fringe benefit to all other bargaining units (other than a result of negotiations) the School District shall automatically grant the same increase to the Employees covered by this Agreement

§5.15 *Retirement.* The School District will continue its obligation to the Pennsylvania School Employees' Retirement System with all Employees working the minimum number of hours under the System becoming eligible for the benefits provided therein. The schedule of benefits will be that provided in the Pennsylvania Public School Employees Retirement System including the most current amendments in effect at the-time of retirement.

§5.16 *Severance Pay.* A retiring Employee is defined as an Employee who is eligible for and scheduled to receive a withdrawal allowance or a superannuating retirement, as defined by the Pennsylvania Public School Employees Retirement System.

§5.16.1 Twelve (12) month full-time Employees and ten (10) month full-time Employees with interrupted service, who were hired prior to May 1, 2016, will be credited with total years of service for severance under this Article provided the Employee has ten (10) consecutive years of service in the School District prior to retirement are consecutive years of service.

§5.16.2 Twelve (12) month full-time Employees and ten (10) month full-time Employees with interrupted service, who were hired on or after May 1, 2016, will be credited with total years of service for severance under this Article provided the Employee has fifteen (15) consecutive years of service in the School District prior to retirement

§5.16.3 The following schedule will apply for Employees hired before May 1, 2016:

§5.16.3.1 Ten (10) years of service and less than 15 years: 3% of his/her average annual salary for the highest three (3) years of service to a maximum of \$850 (minimum \$350).

§5.16.3.2 15 years of service and less than 20 years: 4% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,000 (Minimum \$550)

§5.16.3.3 Twenty (20) years of service and less than 25 years: 5% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,200 (minimum \$550).

§5.16.3.4 Twenty-five (25) or more years of service: 6% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,350 (minimum \$625).

§5.16.4 The following schedule will apply for Employees hired on or after May 1, 2016:

§5.16.4.1 Twenty (20) years of service in the School District and less than twenty-five (25) years: 5% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,200 (minimum (\$550).

§5.16.4.2 Twenty-five (25) or more years of service in the School District: 6% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,350 (minimum \$625).

§5.16.5 A retiring Employee shall also receive thirty-four dollars (\$34.00) per day of unused sick leave and personal days. Said payment will be made following the last paycheck provided written notice is received by the Director of Human Resources thirty (30) days prior to retirement.

§5.16.6 A person will not be eligible to receive severance pay a second time unless he/she returns for ten or more additional continuous years. His/her severance pay would be based on years of continuous service since returning from early retirement.

§5.16.7 If an Employee dies while employed (before retirement), the applicable severance will be paid to the beneficiary of record per retirement declaration.

§5.17 Tax Sheltered Annuity Plan. An opportunity to save income tax and add to future financial security is made possible by the Tax Sheltered Annuity Plan. A provision in the Internal Revenue

Code enables Employees to have the School District set aside part of an Employee's salary, before taxes, to buy this annuity. If a twelve-month full-time, Employee or a ten-month full-time Employee desires to enroll in a plan, arrangements should be made prior to July of each fiscal year. The selection of the carrier of this annuity will be limited to twelve (12) approved companies.

§5.18 *Foul-Weather Gear/Uniforms.* An Employee will be responsible for the purchase, at his or her cost, of all foul weather gear.

§5.19 *Uniforms.* Employees will be required to wear uniforms as selected by the School District and follow the School District dress code.

§5.19.1 The School District shall provide eleven (11) uniforms on an annual basis for each custodial Employee, as needed.

§5.19.2 The School District shall provide eleven (11) uniforms on an annual basis for each maintenance Employee, as needed.

§5.19.3 Maintenance Employees shall receive one (1) set of coveralls, as needed.

§5.20 *Safety-toed Shoes/Boots.* Employees who are required to wear safety-toed shoes/boots shall obtain such safety-toed shoes/boots at their own cost.

§5.21 *Uniform Returns.* Employees shall return all uniforms:

§5.21.1 on the last day of work (or as soon thereafter as practicable) when their employment terminates for any reason; and

§5.21.2 in order to receive replacement uniforms.

§5.22 *Workers' Compensation Insurance.* In the event an Employee is injured on the job and time is lost due to the injury, compensation will be paid in accordance with the Workers' Compensation Laws of Pennsylvania. The Employee must report to his/her Supervisor, the circumstances of the injury with twenty-four (24) hours or as soon as practicable following the injury.

§5.22.1 An Employee receiving Worker's Compensation from the School District shall have such payment mailed by the School District to his or her home.

§5.22.2 If an Employee should be injured on the job and has to go to the hospital, a licensed health care provider and/or nurse's office and is directed to go home and stay out for the balance of the day, that time will not be deducted from the Employee's sick day allowance. The direction to stay out for the balance of the day must be documented by a licensed health care provider who saw the employee that day and submitted to the Director of Human Resources.

§5.23 *Course Reimbursement.* In order for an Employee to be reimbursed for a course, he/she must adhere to the following procedures:

§5.23.1 Request presented in writing to the Head of the Department in which the Employee works (e.g. the Director of Facilities or Supervisor-Food Services) with a copy if the course description, its relation to the present position, cost, dates, and time at least thirty (30) days prior to course beginning.

§5.23.2 Permission granted by the Head of Department.

§5.23.3 Upon successful completion of the course, documentation must be presented to the Head of the Department who will process payment through the Human Resources Department. A passing grade of a B or better is required for the course to be paid.

§5.23.4 The course must be related to the Employee's field of employment with the School District.

§5.23.5 The amount of tuition shall be the actual tuition charged or the tuition rate at Penn State, main campus, whichever is less.

§5.23.6 The Employee must provide proof of successful completion and cost of the program as reasonably requested by the School District.

Article VI. Days or Leaves of Absence

§6.1 *Family And Medical Leave Act* ("FMLA"). The School District shall provide FMLA benefits and rights to Employees subject to the terms, conditions and limitations in the FMLA; provided, however, that the following rules shall apply:

§6.1.1 A rolling twelve month look-back shall be used;

§6.1.2 FMLA shall run concurrently with any other paid or unpaid leave that may be applicable;

§6.1.3 Each Employee shall complete the School District's leave of absence form for all leaves of absence and shall provide the required information and physician certifications required by the FMLA.

§6.1.4 With respect to Employees whose spouses also work for the School District, the following limitations apply with regard to the amount of leave that may be taken in any twelve (12) month period of time:

§6.1.4.1 the aggregate number of workweeks of leave to which both spouses may be entitled are limited to a combined total of 12 workweeks during any 12-month period, if such leave is taken - (i) for the birth, adoption or foster placement of a child; or (ii) to care for a parent with a serious health condition;

§6.1.4.2 with respect to military caregiver leave, the aggregate number of workweeks of leave to which both husband and wife may be entitled shall be limited to a combined total of 26 workweeks during the single 12-month period.

§6.2 *Childbearing/Childrearing Leave.* Pregnancy will be treated as any other temporary disability with the right to return to employment when the attending physician certifies the Employee's recovery from disability,

§6.2.1 Any Employee whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery is entitled to use accumulated sick leave in the same manner as an Employee is entitled to use sick leave as a result of any other temporary illness or disability.

§6.2.2 The Employee shall provide the administration with sixty (60) day advance written notice of the expected date of birth and the anticipated last workday and anticipated date of return to work.

§6.2.3 The administration may require the Employee to be examined by its own physician or require a physician's statement verifying ability or inability to perform her duties. Where the administration requires a medical opinion other than the individual's personal physician, the cost will be paid by the School District.

§6.2.4 A pregnant Employee shall not be required to begin childbearing leave prior to childbirth unless disabled by virtue of pregnancy as determined by her physician.

§6.3 *Childrearing Leave (Unpaid).* Full-time male/female Employees are subject to the following provision without pay:

§6.3.1 A written request must be submitted sixty (60) days before the leave is to begin. For an adoptive parent, the written request must be submitted when adoption papers are approved by the adoption agency.

§6.3.2 Maximum length for a leave is one (1) year from date of childbirth or custody of an adopted infant.

§6.3.3 Employee on leave is not considered in regular full-time attendance and does not accrue service or credit for benefits and other privileges.

§6.3.4 Employee must give thirty (30) days written notice to the Director of Human Resources before returning to work.

§6.3.5 Employee will be assigned to the previously held position, or, if not available, to a substantially equivalent position for which he/she is qualified and acceptable to the immediate Supervisor.

§6.3.6 In the event that both parents are employed by the School District, the child-rearing leave under this provision is limited to only one parent.

§6.4 *Death in Immediate Family*

§6.4.1 All Employees will receive up to five (5) days absence with pay in each fiscal year for each death of a member of the immediate family. Immediate family shall be defined as husband, wife, children, father, mother, brother, sister, mother-in-law, father-in-law, and the Employee's grandparents. It does not include other members of the family living in the Employee's household.

§6.4.2 In the event of a death of a near relative, there shall be no deduction in salary for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, grandchild, step-child, step-sibling or step-parent.

§6.4.3 Leave shall only be granted to those who attend the funeral, such proof of attendance being supplied by the Employee as may be requested by the Human Resources Office.

§6.4.4 The Human Resources Office may require submission of proof of death prior to paying an Employee for funeral leave.

§6.5 *Holidays.*

§6.5.1 Twelve (12) month full-time and ten (10) month full-time Employees shall be given a day off with pay at straight time for the number of hours normally worked per day on the following holidays:

- | | |
|----------------------------|------------------------|
| Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| The day after Thanksgiving | Good Friday |
| Christmas Day | Memorial Day |
| The day after Christmas | July Fourth |

§6.5.2 Part-time Employees shall be given a day off with pay at straight time for the number of hours normally worked per day on the following holidays:

- | | |
|----------------------------|------------------------|
| *Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| The day after Thanksgiving | Good Friday |
| Christmas Day | Memorial Day |
| The day after Christmas | |

Note: Part-time Employees will be eligible for holiday pay for Labor Day ONLY if the school calendar (students) begins prior to Labor Day.

§6.5.3 Pay for time worked on any holiday shall be at one and one-half (1 ½) times the hourly rate for the hours actually worked in addition to the regular holiday pay.

§6.5.4 To be eligible for holiday pay, an Employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the holiday in the current academic year unless an absence on either day was approved in advance as a vacation or personal day or caused by proven illness evidenced by a doctor's certificate.

§6.5.5 Notwithstanding anything herein to the contrary, 10-month Employees shall not be entitled to the July Fourth holiday.

§6.6 *Personal Days*

§6.6.1 Two (2) days per year for each individual employed for a full year, cumulative, not more than five days to be used during one Fiscal Year. Part-time Employees who work four (4), three (3), or two (2) hours per day or less than 25 hours per week shall be given one personal day per year, cumulative, not more than five days to be used during any one Fiscal Year.

§6.6.2 The person requesting a personal day must do so to his/her immediate Supervisor one week in advance of the date requested. In the case of an emergency, as determined by the immediate Supervisor, the week's notification will be waived.

§6.7 *Returning From Leave of Absence.* An Employee who does not return from an authorized leave of absence upon expiration of an authorized leave shall be determined to have resigned as of the date such authorized leave expired.

§6.8 *Service in Court.* When an Employee is subpoenaed as witness in court for other than a litigation in which he/she is personally involved, or for jury duty, deductions shall be made from earnings only to the extent to which they have been reimbursed by the court in the form of witness fees or juror's pay.

§6.9 *Sick Leave.*

§6.9.1 Twelve month Employees shall be credited with ten (10) sick leave days per year. Full time ten (10) month Employees shall be credited with eight (8) sick leave days per year. Any unused portion of the annual sick leave shall accumulate from year to year. An Employee shall not be entitled to leave for personal illness with pay during the new hire probationary period.

§6.9.2 Each part-time Employee shall be granted one (1) day per fiscal year personal sick leave for each hour in the regular daily assignment.

§6.9.3 Before an Employee will be permitted to return to work following an illness or injury, he may be required to provide statement from his doctor certifying that the Employee is able to perform all the normal duties of his/her job before he/she will be permitted to return to work.

§6.9.4 In the event an Employee is out for more than three (3) days due to illness, injury or disability, he/she must notify the School District in writing of the anticipated length of the absence

and supply a physician's certificate when he/she is able to return to his/her job stating that he/she is able to perform all the tasks of his/her particular job. However, the School District, in the case of an Employee with a history of frequent absences may require a physician's certificate for each day of absence.

§6.10 *Unpaid Leave.* Any Employee desiring a general leave of absence from his/her employment without pay shall secure written permission from the Board.

§6.11 *Vacations.*

§6.11.1 A "paid vacation day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the Employee.

§6.11.2 Permanent full-time twelve (12) month Employees shall accrue and be permitted to use paid vacations in accordance with the following schedule:

§6.11.3 *Accrual of Vacation.*

§6.11.3.1 Beginning with the first day of the first full calendar month of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 10/12's of a vacation day for each full month of full-time employment. Examples: If an Employee begins on January 4, he or she begins accruing vacation in February. If an Employee begins on March 18, he or she begins accruing vacation on April 1.

§6.11.3.2 After eighty-four (84) full months of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 15/12's of a vacation day for each full month of full-time employment.

§6.11.3.3 After one hundred and eighty (180) months of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 20/12's of a vacation day for each full month of full-time employment.

§6.11.4 All vacation leave must be scheduled and approved at least five (5) business days prior to the beginning of the vacation day.

§6.11.5 The choice of vacations shall be made by seniority on a department basis in accordance with department procedures. Granting of vacation requests will be consistent with work schedules in schools. In case of conflict the School District will use seniority in granting duplicate or overlapping requests.

§6.11.6 In the event that a holiday occurs within an Employee's vacation period he/she shall be entitled to an extra vacation day.

§6.11.7 No vacations will be approved during the two weeks before school starts, the first two weeks of school, or the last two weeks of school.

§6.11.8 The School District has the right to deny any vacation request if the staffing needs of the School District require the presence of the Employee.

§6.11.9 Notwithstanding anything herein to the contrary, the following rules apply:

§6.11.9.1 Employees shall be paid for up to two (2) weeks of accrued but unused vacation time at the end of the school year. Each day shall be paid at their base rate without any supplements added.

§6.11.9.2 No more than ten (10) days of vacation may be carried over from one fiscal year to the next. If any employee has more than twenty (20) days of vacation at the close of business on June 30 of any year, he/she shall: (a) be paid for ten (10) days; carry over ten (10) vacation days to the next fiscal year; and (c) lose any additional days.

Article VII. Working Conditions

§7.1 *Change in Personnel Information.* It is important that an Employee report to the Human Resources Office any change in the information that was originally given on the employment application, such as a change of address, telephone number, marital status, number of dependents, beneficiaries, etc. The School District will not be liable for any loss of benefits due to incomplete or erroneous Employee information.

§7.2 *Discharge and Discipline*

§7.2.1 *Definitions and Due Process Procedure.* An Employee shall be disciplined or discharged only for just cause or violation of this Agreement. Discipline shall be applied consistently as is reasonably possible within all departments. Discipline taken by the School District shall be subject to the grievance and arbitration procedure of this Agreement.

§7.2.1.1 Letters of reprimand and letters of suspension or discharge must be issued within twenty (20) workdays after the School District has become aware of the incident giving rise to the disciplinary action. The School District shall send copies of all letters of reprimand and other disciplinary letters to the Federation, the Employee involved, to his/her immediate Supervisor and to the Human Resources Office. No material, derogatory to any Employee's conduct, service, character, or personality shall be placed in his/her Employee School District personnel file unless the Employee is actually given a copy or is given an opportunity to review and rebut such material as governed by existing personnel procedures pertaining to same.

§7.2.1.2 Any discharged or suspended non-probationary Employee may request an investigation of his/her discharge and suspension and a hearing with the School District and the Federation representative. The appeal or investigation of the discharge or suspension must be initiated by the Employee by the end of the fifth working day following the day he/she received notice of discipline.

§7.2.1.3 The School District must respond to the grievance within ten (10) days of its submission; a failure to respond shall be deemed a rejection of the grievance and the Federation may refer the matter to final and binding arbitration in accordance with **Article VII** only by advising the School District of this action within thirty (30) days of the date of the submission of the grievance.

§7.2.2 *Progressive Discipline For Minor Offenses.* Routine discipline for minor offenses shall be applied progressively in the following manner:

§7.2.2.1 (Step 1) Verbal Warning with a Federation representative present. This Verbal Warning may be documented.

§7.2.2.2 (Step 2) Written Warning with a copy going to the Federation, Employee involved, and the Human Resources Office.

§7.2.2.3 (Step 3) Suspension without pay with a copy of suspension notice going to the Federation, Employee involved, and the Human Resources Office.

§7.2.2.4 (Step 4) Discharge with a copy of discharge notice going to the Federation, Employee involved, and the Human Resources Office.

§7.2.3 *Discipline For Serious Offenses.* Discipline for serious offenses need not be progressive (as mentioned in #2 above), and could result in immediate suspension and/or discharge, depending on the severity of the offense. Discipline up to and including discharge shall include (but not be limited to) the following serious offenses:

§7.2.3.1 The unauthorized taking or destruction of property or the unauthorized disclosure of confidential information.

Falsifying personnel or School District records

§7.2.3.2 Negligence in taking safety precautions where necessary, disregard of safety procedures or interference with safety devices such as fire extinguishers, security cameras, etc.

§7.2.3.3 Absence or Tardiness without reasonable excuses, and/or excessive absenteeism or tardiness.

§7.2.3.4 Reporting to work impaired by alcohol or illegal drugs.

§7.2.3.5 Gambling, sale, possession of or use of harmful drugs or intoxicating liquor on the premises.

§7.2.3.6 Fighting, use of abusive language or discriminatory (age, race, sex, disability, national origin, religion) remarks which would be offensive to a reasonable person.

§7.2.3.7 Harassment of anyone because of a person's age, sex, race, color, religion, disability, national origin.

§7.2.3.8 Sleeping on the job,

§7.2.3.9 Conviction of a crime identified in sections 111 and of the School Code, 524 24 P.S. §1-111 and 24 P.S. §5-525, and the conviction of any other crime involving the unauthorized taking of property, including, but not limited to, retail theft.

§7.2.3.10. Insubordination.

§7.2.3.11 Punching in/out improperly (*See* §7.4.3).

§7.2.3.12 Unauthorized areas (*See* §7.4.5).

§7.2.4 *Termination Hearing Under School Code*, 24 P.S. §5-514. An Employee may contest a suspension of more than ten (10) days or a discharge either through a hearing before the School Board in accordance with the Local Agency Law or through the contractual grievance procedure, but not both. If the Employee chooses a School Board hearing, neither the Employee nor the Federation may contest the suspension or discharge before an arbitrator; provided, however, that if the Employee withdraws the request for a School Board Hearing within five working days of the Employee's receipt of written notice of the suspension or discharge, the processing of a grievance filed within the time limits set forth in this Section shall be permitted. In all cases of suspensions that exceed ten (10) days in length and all dismissals, a request for a School Board hearing must be made within ten (10) calendar days of written notice of the suspension or discharge. Neither the Employee nor the Federation has the right to a School Board hearing for any suspension that is ten (10) days or less. The exclusive remedy for suspensions that are less than ten (10) days are the grievance and arbitration provisions of this Agreement.

§7.2.4.1 The School District will advise the Employee of his or her rights and responsibilities under this Section in the notice of suspension of more than ten (10) days or notice of termination.

§7.3 *Maintenance of Records*. Any written documents received by the School District from inside or outside the School District containing information concerning an Employee of a positive nature indicating special competencies, achievements, performances or contributions to the school system or the community shall be placed in that Employee's personnel file.

§7.4 *Some Specific Work Rules*.

§7.4.1 *Keys*. No Employee is to be in possession of a non-issued, non authorized key.

§7.4.2 *Personal Telephone Calls*. Personal phone calls are only to be made during lunchtime or breaks, except in emergencies such as, but not limited to, sudden illness or injury to a family member.

§7.4.3 *Punching In/Out*. Any Employee who intentionally punches another in or out is subject to discharge or other disciplinary actions; this not being an issue of progressive discipline.

If it is substantiated that the violation took place at the request of the Employee whose card was erroneously punched in or out, that Employee is also subject to discharge or other disciplinary actions after a hearing, this not being an issue of progressive discipline.

§7.4.4 *Safety Reporting.* All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the School District.

§7.4.5 *Unauthorized Areas.* Any member of the Bargaining Unit must be able to justify entrance into an area beyond his/her normal duties or work assignment or may be subject to disciplinary actions or discharge; this not being an issue of progressive discipline.

§7.4.6 *The Child Protective Services Law.* Notwithstanding anything herein to the contrary, the following rules apply for any Employee named as a perpetrator in an indicated report or founded report under the Child Protective Services Law, 23 Pa.C.S.A. §6301, *et seq.*

§7.4.6.1 Any Employee who is named as a perpetrator in an indicated report or a founded report must notify the Director of Human Resources of the School District as soon as possible, but in no event more than seventy-two hours after learning that he or she has been named as a perpetrator.

§7.4.6.2 Any employee named as a perpetrator in an indicated report or a founded report shall be suspended without pay immediately, subject to the following terms and conditions:

§7.4.6.2.1 If and only if the Employee files an appeal from the finding that he or she is a perpetrator in a founded or indicated report in accordance with 23 Pa. C.S.A. §6341 within ten (10) calendar days of being notified that he or she has been named as a perpetrator, the Employee may request an informal hearing/meeting with the School District within ten calendar days of the filing of the appeal to determine if the suspension without pay pending discharge should be reversed or changed in any manner and if wages and applicable benefits should be restored, including restoring said wages or applicable benefits retroactively.

§7.4.6.2.2 In the event that the Employee does not file an appeal from the finding that he or she is a perpetrator in a founded or indicated report in accordance with 23 Pa. C.S.A. §6341 within ten (10) calendar days, he or she shall be deemed to have voluntarily resigned from employment and shall not be entitled to invoke any contractual or legal remedies to contest his or her suspension without pay, deemed resignation, or separation from employment.

§7.4.6.2.3 If a timely request for an informal hearing/meeting is made in accordance with §7.4.6.2.1, the Employee may present evidence in the form of his or her verbal or written explanation, written statements from witnesses with firsthand information, or relevant documentary evidence. No live “witnesses” except that Employee shall be allowed unless the School District agrees otherwise. The Employee may be represented by the Federation or by legal counsel at his or her expense. The School District shall have discretion whether to grant the Employee any relief, including reinstatement of the Employee with or without back pay. The

School District's decision shall be final and not subject to the grievance or arbitration provisions of this Agreement.

§7.5 Termination of Employment. (Cross Reference to **§7.12**, regarding Seniority for Layoffs, Recall). Continuous Service is broken, Seniority lost upon and Employment shall cease for any of the following:

§7.5.1 Resignation.

§7.5.2 Discharge for just cause.

§7.5.3 Failure to report to active duty at conclusion of leaves of absence.

§7.5.4 Failure to report to work within ten (10) days after receipt of written notice to recall.

§7.5.5 Refusal to accept any position for which the Employee is qualified to perform when recalled from furlough.

§7.5.6 Absence from active duty because of illness for two consecutive years. When an Employee asserts that his or her absence from work is necessary because of the Employee's illness, the School District may take reasonable steps, including referring the Employee to a health care professional retained by the School District or the School District's disability or workers' compensation insurance carrier, to confirm that the Employee's, absence from work is necessary.

§7.5.7 Layoff without recall for two consecutive years.

§7.5.8 Deceased.

§7.6 Hours of Work.

§7.6.1 Assignment of Overtime For Custodial Employees Only. The School District shall have the option of utilizing day-to-day substitutes for absenteeism (outlined in Article VI, Days or Leaves of Absence.) However, if no day-to day substitutes are available the following procedure will be utilized for said overtime:

§7.6.1.1 Custodial Employees who are interested in working overtime shall indicate in writing on a form created by the School District that they are available to work overtime.

§7.6.1.2 Overtime will be offered in seniority order on a rotating basis, among custodial Employees who have indicated on the form created by the School District that they are available for overtime within the school or building in which the overtime occurs.

§7.6.1.3 Overtime need not be offered to any Employee, who, in the sole discretion of the School District, does not possess the experience or qualifications necessary to perform the overtime work. The School District is not obligated to offer overtime for a period of three (3) months (90 days) to any Employee who has declined or not been available for overtime on three

(3) consecutive occasions, excluding emergencies requiring medical attention. After three (3) months, the Employee shall be eligible to indicate again that he or she is available to work overtime.

§7.7 Paid Break Times and Unpaid Lunch. All full-time Employees shall be entitled to a fifteen (15) minute break period in the first half of the full shift and fifteen (15) minute break period in the second half of the full shift, which shall be scheduled by the administration at each work location if Employees cannot agree.

§7.7.1 All full-time Employees shall have a minimum of one half (1/2) hour of uninterrupted, duty free lunch period.

§7.8 Hours of Work in General. For purposes of this Agreement, Employees shall be placed in the following categories:

§7.8.1 Twelve month full-time Employees are those individuals who are employed on the basis of eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per fiscal year.

§7.8.2 Nine and one-half (9-1/2) month full-time Employees are those individuals who work regularly scheduled shifts, five (5) days per week during the academic year and those whose total hours worked equal thirty five (35) or more hours per week.

§7.8.3 However, those Employees who have been continuously employed in the Bargaining Unit since on or before June 30, 2008, and are classified as full time Employees (because they have been scheduled to work at least five (5) days per week during the academic year and their total hours worked equal twenty-five (25) or more hours per week) shall continue to be classified as full-time Employees as long as they continue to work in the Bargaining Unit at least five (5) days per week for a total of twenty-five or more hours per week.

§7.8.4 Part-time Employees are those individuals who work less than thirty-five (35) hours a week x 180 days for nine and one-half (9-1/2) months.

§7.8.5 The School District shall establish hours of work for all twelve (12) month full-time and nine and one-half (9 ½) month full-time Employees; which includes changes and rotation of Employees; schedules shall not be changed without forty-eight (48) hours' notice to the Employees involved, except in the case of emergencies. The establishment of split shifts for full-time Employees shall not be permitted.

§7.8.6 A minimum cutoff time for "reporting off" from work will be as follows:

§7.8.6.1 Two (2) hours prior to the start of the morning shift; three (3) hours prior to the start of the afternoon shift.

§7.8.6.2 All Employees "reporting off" are to follow the procedures set by the Head of the Department.

§7.9 *Rotation of Cafeteria Extra (Overtime) Hours.* The School District shall have the option of utilizing day-to-day substitutes for absenteeism overtime. However, if no day-to-day substitutes are available the following procedure will be utilized for said overtime:

§7.9.1 The number of hours worked by the absent Employee will be offered to other Employees on the basis of hours worked by those Employees, in descending order by seniority, on a rotating basis.

§7.9.2 Where two or more Employees are working the same number of hours, the extra time will be offered in seniority order.

§7.9.3 Vacancies resulting thereafter from the initial assignment of extra time will be filled on the same basis as set forth in paragraphs a and b among all cafeteria Employees working three hours or more.

§7.9.4 The foregoing procedure applies only to cafeteria Employees working on a scheduled basis of three or more hours a day.

§7.10 *Second Shift Overtime-Different Facility.* An Employee called to work as overtime, second full shift (eight hours at a different facility), shall be granted, as one (1) hour of work, that time to prepare and to move from the original location of work to the overtime site. While clocked in for seven (7) hours, the respective administrator will mark the card as eight (8) hours. This condition does not apply if the actual overtime period should be less than seven (7) full hours.

§7.11. *Offering Additional Work or Making Up Lost Work.* The School District shall have the discretion to offer additional work and to reschedule lost work. Such work, when offered, shall be offered in accordance with the following terms and conditions:

§7.11.1 The wages paid for such work will be at the Employee's usual base hourly rate regardless of the classification of the Employee.

§7.11.2 The School District shall establish and maintain a list of Employees willing to perform such work. The list will be prepared in August of each year and Employees must indicate their interest in being included on the list no later than that September 30 each year. No Employee may be added to the list after September 30, except Employees newly hired.

§7.11.3 The Employees on the list will be ranked on the list in accordance with their seniority. When opportunities arise, Employees will be offered opportunities rotating through the list in the order of seniority.

§7.11.4 Notwithstanding anything herein to the contrary, work that requires specialized skills, training or ability may be assigned to an Employee with the needed skill, training or ability notwithstanding seniority.

§7.11.5 If any Employee on the list turns down offered opportunities or is unavailable more than five (5) times in a school year, the Employee will be removed from the list.

§7.11.6 In the event that school is held online rather than in person and the work day for one or more cafeteria workers is cancelled, the affected cafeteria worker may use a personal day.

§7.11.7 Any additional work or make up for lost work under this §7.11 shall not take the place of the normal work of any Employee.

§7.12 *Job Assignments.*

§7.12.1 *Job Posting.* Job vacancies that the School District intends to fill with a new Employee, as opposed to a contractor, shall be posted by the School District on its website. Any additional postings shall be at the sole discretion of the School District.

§7.12.1.1 The School District will make available to every Employee a computer at each building, and log-in credentials, so that Employees can access the School District website.

§7.12.2 *Promotions (One Job Classification To a Higher Job Classification) within the Bargaining Unit For Example, Custodian To Head Custodian or Food Service Lead Worker To Food Service Cook - Not Transfers.* The School District has sole discretion in determining which Employees are "qualified" for a job promotion as well as determining which applicants for a particular job posting are "qualified" for the position. Of those deemed "qualified" by management, seniority will be the determining factor.

§7.13 *Seniority For Layoffs And Recall*

§7.13.1 *Definitions*

§7.13.1.1 *Continuous Service.* A continuous service date is used to show an Employee's length of unbroken service in the School District.

§7.13.1.2 *Seniority.* A seniority date is used to show an Employee's seniority in the School District. It may be changed when an Employee loses seniority credit as provided in the guidelines.

§7.13.1.3 *Continuous Service Is Broken.* Seniority is lost upon and employment shall cease for any of the following:

§7.13.1.3.1 Resignation.

§7.13.1.3.2 Discharge for just cause.

§7.13.1.3.3 Failure to report to active duty at conclusion of leaves of absence.

§7.13.1.3.4 Failure to report to work with ten (10) days after receipt of written notice of recall.

§7.13.1.3.5 Refusal to accept any position for which the Employee is qualified to perform when recalled from furlough.

§7.13.1.3.6 Absence from active duty because of illness for two consecutive years.

§7.13.1.3.7 When an Employee asserts that his or her absence from work is necessary because of the Employee's illness, the School District may take reasonable steps, including referring the Employee to a health care professional retained by the School District or the School District's disability or workers' compensation insurance carrier, to confirm that the Employee's absence from work is necessary.

§7.13.1.3.8 Layoff without recall for two consecutive years.

§7.13.1.3.9 Deceased.

§7.13.2 *Guidelines.* The seniority list will be posted by November 1 of each year. Employees are permitted to raise objection to their seniority status within thirty (30) working days after posting. Failure to do so shall be considered that Employees' seniority status is confirmed as posted. The date the Employee reports to work is the continuous service date and original seniority date.

§7.13.2.1 Seniority accumulates during leaves of absence for:

§7.13.2.1.1 Paid sick/disability leave.

§7.13.2.1.2 Leaves of absence for personal reason.

§7.13.2.1.3 Unpaid sick leave.

§7.13.2.1.4 Layoff(except in layoffs under Section 3 (emergency cases)).

§7.13.2.2 In cases of layoff with two Employees with the same seniority, the tie-breakers are as follows:

§7.13.2.2.1 First day of work.

§7.13.2.2.2 Board appointment date.

§7.14 *Layoff.* In the event it becomes necessary to reduce staff permanently, for any reason:

§7.14.1 The least senior individual in that department shall be laid off.

§7.14.2 Ten (10) workdays advance notice of layoff shall be given except in an emergency.

§7.14.3 For the purpose of this Agreement, seniority shall be applied on a departmental basis as follows:

§7.14.3.1 Maintenance Department.

§7.14.3.2 Custodial Department.

§7.14.3.3 Food Services Department.

§7.15 *Recall.* Employees on the layoff list shall be recalled in order of seniority by job classification held at time of layoff.

§7.15.1 Laid off Employees shall report to work within five (5) working days upon receipt of written notice of recall.

§7.15.2 No new Employees will be hired until all Employees on layoff having the skill to perform the work have been recalled.

§7.16 *Personnel Files*

§7.16.1 *Access and Inspection.* All full-time and part-time Bargaining Unit members will have the right during regular office hours to inspect their own personnel files and to make a copy and to answer anything therein. However, the Employee shall not have the right to remove the file or any of its contents from the administration office. Employees shall be permitted to inspect their personnel files at a time to be arranged by appointment with the School District's Director of Human Resources.

§7.16.2 *Contents.* For the purpose of this provision, the term personnel files shall include:

§7.16.2.1 Application for employment.

§7.16.2.2 Wage and Salary Information.

§7.16.2.3 Notices of commendation, warning or discipline.

§7.16.2.4 Authorizations for deductions or withholding of pay.

§7.16.2.5 Fringe benefit information.

§7.16.2.6 Records regarding leaves of absence.

§7.16.2.7 Records regarding the employment history of the individual (including salary information, job title, dates of changes, retirement records, attendance records and employment evaluations.).

§7.16.2.8 Police background clearances

§7.17 Background Requirement. The School District and Employees shall comply with applicable Employee clearance requirements imposed by law.

§7.18 Probationary Periods (90 And 60 Calendar Days). An Employee shall be a probationary Employee until he/she has worked for the School District at least ninety (90) days. After he/she has worked such period, an Employee shall gain seniority status and his/her seniority date shall revert to the first day of employment. During the ninety- (90) day probationary period, the Employee shall work under the provisions of this Agreement except as hereinafter provided and shall be employed only on a trial basis during which time his/her employment may be terminated without recourse. A probationary Employee shall be entitled to receive the fringe benefits and insurance provided by this Agreement on the first day of the calendar month following his/her employment through action of the School Board.

§7.18.1 Employees moving to a higher job classification (not a higher level within a job classification) shall be a probationary Employee for sixty (60) days. Example: Custodian to Maintenance, Utility to Cook/Baker, etc. After sixty (60) day probationary period, if said Employee is evaluated as unacceptable, the Employee will have the right to return to the Employee's previous position.

§7.19 Toxic Materials. Where the School District uses toxic materials, it shall, in accordance with the Worker and Community Right to Know Act, inform the affected Employees of what hazards, if any, are involved and what precautions shall be taken to ensure the safety of Employees.

§7.19.1 Upon request of the Federation, as is required by the Worker and Community Right to Know Law, the School District shall provide, in writing, requested information from material safe data sheets on toxic substances to which Employees are exposed in the workplace.

§7.19.2 The School District will provide annual training for all Employees on matters relating to safe workplace practices and the Worker and Community Right to Know Act.

§7.20 Work Disruption. Members of the maintenance crew are to be cautious and aware of problems created when they stop and take time to socialize with other School District Employees who are under the supervision of other supervisors and administrators.

§7.21 Prohibition of Maintenance Employee Doing Custodial Work

§7.21.1 Maintenance Employees shall not be required to perform custodial duties except in case of emergency.

§7.21.2 Maintenance Employees shall be required to broom clean their work area.

§7.22 Prohibition of Any Bargaining Unit Employee Directing Traffic or Performing Bus Duty. Bargaining Unit Employees shall not be required to direct traffic or perform bus duties.

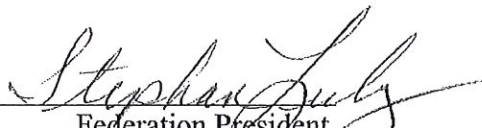
Article VIII. Job Descriptions And Evaluations

§8.1 Job Descriptions. The School District shall maintain job descriptions for each Bargaining Unit position. Employee evaluations and tests to determine qualifications for promotion shall be consistent with the School District's job descriptions. In the event that the School District revises the job description for any Bargaining Unit position, it shall provide copies of the new job description(s) to the Federation President and to each Employee in the affected position(s).

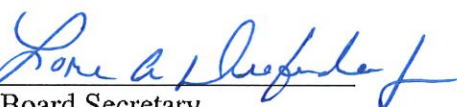
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have each caused the due execution and attested hereto by its duly authorized officers.

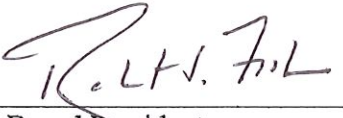
ATTEST:

By: 
Federation Vice President

By: 
Federation President

ATTEST:

By: 
Board Secretary

By: 
Board President

DATE: 9/13/22

Robert J. Fisher, School Board President
Lori A. Diefenderfer, School Board Secretary
Coatesville Area School District
3030 CG Zinn Road, Thorndale, PA 19372
Board Approved: September 13, 2022

Exhibit A—Job Classification

See Exhibit

Exhibit B – Medical Benefits

See Chart on following pages