

# **A G R E E M E N T**

between

MT. LEBANON SCHOOL DISTRICT

and the

MT. LEBANON EDUCATION SUPPORT PROFESSIONALS ASSOCIATION  
PSEA/NEA

(Custodial/Maintenance Employees)

Effective July 1, 2021

Through June 30, 2026

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## AGREEMENT

Made as of October 6, 2021, by and between the Mt. Lebanon School District and the Mt. Lebanon Education Support Professionals Association, PSEA/NEA.

### I. RECOGNITION

The District recognizes the Mt. Lebanon Education Support Professionals Association, PSEA/NEA as the exclusive representative and bargaining agent, as provided for by Act 195 and Act 88, for all custodial and maintenance employees of the Mt. Lebanon School District in the bargaining unit certified by the State Labor Relations Board Order #PERA-U-10-216 on April 15, 2011.

### II. DEFINITIONS

- |                    |   |
|--------------------|---|
| District           | - the Mt. Lebanon School District (Public Employer).  |
| Association        | - the Mt. Lebanon Education Support Professionals Association, PSEA/NEA.  |
| Calendar Week      | - the calendar week runs from Monday at 12:01 am through Sunday midnight.   |
| Employee           | - a custodial or maintenance employee of the Mt. Lebanon School District in the certified bargaining unit.  |
| Work Sites         | - Foster Elementary School<br>- Hoover Elementary School<br>- Howe Elementary School<br>- Lincoln Elementary School<br>- Markham Elementary School<br>- Washington Elementary<br>- Mellon Middle School<br>- Jefferson Elementary/Jefferson Middle School Complex<br>- High School<br>- District-wide non building assigned |
| Full-time Employee | - an employee who is regularly scheduled to work forty (40) hours a week, twelve (12) months a year for the District after serving a ninety (90) day probationary period and receiving the approval of the Board of School Directors.   |
| Part-time Employee | - an employee who is regularly scheduled to work either less than twelve (12) months a year and/or less than forty hours a week for   |

the District after serving a ninety (90) day probationary period and receiving the approval of the Board of School Directors.

- Temporary Employee - a person hired to perform cleaning of facilities in connection with events. The District will continue the practice of utilizing temporary summer employees. Temporary employees are not members of the bargaining unit and are not eligible for any of the benefits under this contract.
- Substitute Employee - a person hired to fill a temporary vacancy due to a bargaining unit employee utilizing paid or unpaid leaves of absence. Substitute employees are not members of the bargaining unit and are not eligible for any of the benefits under this contract.
- Workday - the consecutive scheduled hours of work within a twenty-four (24) hour period (except for unpaid meal breaks). The District shall not change starting or quitting times until the District Meets and Discusses such changes with the Association. The District shall have the right to schedule transportation split shifts; such split shifts shall be subject to Meet and Discuss prior to implementation.
- Workweek - the scheduled days of employee work within a seven (7) calendar day time period. The parties shall Meet and Discuss prior to the District implementing a work week that consists of non-consecutive workdays.
- Meet and Discuss - the obligation of the District upon request to meet at reasonable times and discuss recommendations submitted by the Association; provided, that any decisions or determinations on matters so discussed shall remain with the District and be deemed final and binding on any issue or issues raised. The Association and the District will meet to communicate regularly in order to resolve issues that arise in the workplace and will provide their agendas for meet and discuss not less than twenty-four (24) hours prior to the time the meeting is scheduled to begin.

### **III. MT. LEBANON SCHOOL DISTRICT OPERATIONS AND MANAGEMENT RIGHTS**

Collective bargaining as required by Act 195 and Act 88 is defined as the performance of the mutual obligation of the public employer and the representatives of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

The Association recognizes that the management of the property, the buildings and facilities of the District and the selection and direction of the employees are the responsibilities of the District. The District may establish new shifts, abolish existing shifts, or revise shifts, including starting times, quitting times, scheduling of paid and unpaid break times, and may establish

transportation split shifts. The District may assign employees to different work weeks, and the two "off days" for full time employees will be considered the "weekend." In the event the two off days are not consecutive, the District shall meet and discuss such change prior to the implementation of the schedule change. Although shifts and work weeks may be determined by the District in its discretion, employees affected by a change in the foregoing will be given two (2) weeks advance notice of such change, except in cases of emergency. Should the circumstances arise, a custodian may be assigned to work alone in a building.

Employees may be assigned tools for use in the performance of their duties and responsibilities. These tools are the property of the District on loan to the employee. The District reserves the right to inventory and have the employee sign for all tools assigned to an individual employee. Periodically and randomly, a tool inventory will be conducted to ensure accountability of the tools in addition to serviceability.

The District reserves the right to determine how many part-time, full-time and temporary employees are needed in each job classification. Employees in any classification may be assigned to temporarily work at any and all school properties and/or to any duties for which they are qualified as determined by the District; however, except for overtime work, if an employee is temporarily reassigned to a position in a lower paying job classification such employee shall not suffer a reduction in pay. If an employee is temporarily reassigned to a position in a higher paying job classification for a day or more such employee shall be paid the higher rate of pay for time worked in the higher classification. Overtime work performed in a higher paying job classification shall be calculated at the overtime rate for the higher rate of pay.

The District reserves the right to adopt rules and regulations concerning all custodial, maintenance and related operations, so long as such rules and regulations are not inconsistent with this Agreement.

The District shall not subcontract bargaining unit services during the term of this agreement where such subcontracting would result in the layoff of one or more bargaining unit employees. Provided, however, that the District may subcontract skilled trades or transportation services, with resulting reductions in force, if the District determines that such subcontracting is in its best interests. In such event, the District will provide the Association with at least sixty (60) calendar days notice prior to any reductions in force, and will meet and discuss with the Association concerning such subcontracting and concerning the impact of such subcontracting. During this meet and discuss process, the Association shall have the right to review any bids or proposals from third parties to provide such subcontracted services, and shall have the right to make its own proposals to retain such work within the bargaining unit. The District shall retain the right to determine whether to subcontract.

The District will not discriminate against any employee because of membership in the Association or because of legal activities on behalf of the Association. Association activities shall not interfere with the normal operations of the District.

#### **IV. LUNCH BREAKS AND REST PERIODS**

Full-time employees not working a split shift will be provided one (1) paid fifteen (15) minute rest period per day and an unpaid, duty-free meal break of thirty (30) minutes for each six hour period worked. If an employee is unable to take their unpaid, duty-free break then they should contact their supervisor to adjust their schedule. Part-time and split-shift employee rest periods and lunch breaks, if any, shall be established through Meet and Discuss prior to implementation.

#### **V. VACANCIES, PROMOTIONS AND PROBATIONARY PERIOD**

##### **A. Vacancies**

1. **Posting** - Notice of all permanent vacancies by job title, location, and schedule will be posted electronically to custodial/maintenance association members district-wide within thirty (30) days of the position becoming vacant when possible. The notice shall be posted for five (5) working days. Hard copies of all postings will be made available at each work site. Interested employees should notify the Human Resources Office electronically within the five (5) day posting period of their interest in the position.
2. **Lateral Transfers within the Classification** - Lateral moves shall be awarded district wide within the classification. From the list of employees who apply electronically for posted vacancies, the most senior eligible employee within the classification will be transferred to the posted vacancy.
3. **Promotional Transfers** - Promotional transfers shall be awarded district-wide. From the list of employees who apply electronically, the eligible who meets District determined qualifications at the time of the posting shall be transferred to the posted vacancy. Where more than one employee is equally qualified, the employee with the greatest District seniority will be transferred to the vacancy
4. **Filling Vacancies** – When possible vacancies shall be filled within sixty (60) days.
5. **Bidding Eligibility** – Employees are deemed not eligible to bid on vacancies or transfer under the following circumstances:
  - a. An employee cannot bid for open positions during their new hire probationary period.
  - b. An employee who is moved by management for disciplinary reasons or at the employee's request other than cases of transfer under Section V(A)(3) or V(A)(4), will not have the ability to bid on any vacancies for a period of one (1) year from the date of the move.
  - c. An employee cannot bid for a vacant position within thirty (30) days of the incident which led to a disciplinary write-up or suspension.

##### **B. Trial Period-Promotional Position**

An employee selected for a promotional position shall be placed on a trial period for ninety (90) calendar days. The employee who is selected for a promotion but is unsuccessful in said promotional position, as determined by the District, may return prior to or at the conclusion of said ninety (90) day period without prejudice to the same position or a position similar to that formerly held. During this trial period, an employee

will be able to apply for a position viewed as a promotion, including moving within the same classification to a different shift. The probationary period may be extended by up to thirty working (30) days at the District's discretion.

C. Probationary Period-New Employees

A probationary period of ninety (90) calendar days shall be in effect for all new employees. Full-time or part-time status shall begin after (a) a ninety (90) calendar day probationary period, (b) all applicable fringe benefit enrollment forms are completed for the Human Resources Office, and (c) approval of the Board of School Directors. Action by the Board will take place and the employee will be informed of this action within thirty (30) calendar days following the completion of the ninety (90) calendar day probationary period. Applicable fringe benefits shall begin the first of the month which is nearest the date the ninety (90) calendar day probationary period ends.

Discharge of a probationary employee shall not be subject to the grievance procedure by either the employee or by the Association.

D. Temporary Assignment outside of the Bargaining Unit

Work which is performed by an employee who is outside of the bargaining unit that is temporarily assigned to an bargaining unit employee by the District, due to an absence for a day or more by the regularly scheduled non-bargaining unit employee, shall be paid for at a rate of up to an extra \$1.50 per hour for all time worked in such position as long as the upgrade pay does not exceed the base hourly rate of the non-bargaining unit employee they are replacing. Overtime pay shall be calculated using the increased rate if the overtime work is performed in non-bargaining unit position. For temporary reassignments for eight hours or more within a calendar week to a higher paying bargaining unit classification, the reassigned employee shall be paid the higher rate for all time worked in that particular higher classification per Article III above. The District reserves the right to assign employees to temporary assignments eligible for the temporary upgrades.

## **VI. BUS DRIVERS**

A. Regular Bus Routes

The District will prepare weekly schedules of available runs reflecting the maximum and equitable use of District bus drivers and resources. These schedules will be assigned and provided to all drivers the Thursday prior to the scheduled trips.

B. Overtime

All trips that depart outside the regular daylight driver shift or on a non-scheduled workday will be placed on the bus overtime posting list and will be offered to the drivers on a rotating seniority basis (starting with the employee where the prior overtime posting list ended). The District reserves the right to skip over drivers in order to utilize the least amount of overtime (e.g. if a driver is not scheduled to work and there is a driver who would be on duty any time during the trip).

The parties acknowledge that the District plans to reduce the amount of overtime by use of different shifts, split shifts, etc.

C. Changes

Any subsequent changes due to add-ons, cancellations or call-offs will be managed by the Facilities Office and communicated to the bus drivers as soon as possible. If a driver's trip is cancelled with more than 24 hours notice and a rental trip is available, the district driver will be afforded the opportunity to move to the rented bus trip as long as the new trip fits into the driver's schedule.

D. Commercial Driver's License

The School District will reimburse District bus drivers the actual expense up to \$50 per year for the preapproved renewal of a Commercial Driver's License upon the presentation of proof of such cost incurred by the bus driver. CDL physicals shall be scheduled by June 30<sup>th</sup> of each school year.

## **VII. VEHICLE ALLOWANCE AND WORK CLOTHES**

A. Mileage Allowance

Employees who are required by the School District to drive their personal vehicle during work hours will receive a monthly allowance. The allowance per mile will be the mileage deduction rate as published each year by the IRS for tax deduction purposes and becomes effective as of the date the District receives notification of the official announcement by the IRS.

Employees will submit their mileage on a daily worksheet.

B. Annual Vehicle Allowance

The School District may, as they deem necessary, provide an annual vehicle allowance to a facility employee. In cases where the School District has need for the employee to daily carry tools, equipment, and supplies in the performance of the job. This payment is in addition to the above mileage allowance and will continue unless the District makes other arrangements for the movement of tools, equipment and supplies. Such payments are made in June and December. The District will provide the Association with a list of the bargaining unit members who receive such payments and the amount of the payments.

C. Work Clothes

The District will select and provide three (3) pairs of trousers and three (3) shirts per year for each full-time employee as the required uniform no later than September 1 of each year, except where there is a delay outside the District's control. Each classification shall be provided uniforms of similar quality. Each employee is responsible for the care and maintenance of said uniforms. Employees must wear complete, clean well-kept uniforms while on duty. Shorts that are approved by the Director of Facilities are acceptable on a



voluntary basis during June, July and August when students are not regularly in session. Shorts may not be worn when duties require exposed skin protection. The District will determine if uniforms will be provided to part-time employees. The employees must submit their uniform order form electronically in April of each year. No uniforms for an employee will be ordered until all required information is provided.

D. Foul-Weather Gear

The District will select and provide foul-weather gear as determined by the District at each work site.

**VIII. VACATIONS**

A. Vacations

Part-time employees are entitled to vacation pay on a pro-rata basis. Vacations for full-time employees shall be based on years of service (subject to Article XVII) with the District.

Completed six months and through the first year of service (6 months – 1.99 years)	-five days
During the second through ninth year of service (2 – 9.99 years)	-ten days
During the tenth through the seventeenth year of service (10 – 17.99 years)	-fifteen days
During the eighteenth year of service and thereafter (20)	-twenty days

New employees hired in the months of January through May will receive vacation days in the following July according to the schedule below:

January	5 days
February	4 days
March	3 days
April	2 days
May	1 day

Full-time and part-time employees may carry up to five (5) days of unused vacation time in any year to the succeeding year.

Vacation requests will be handled as follows:

- Requests will be granted on a first come, first served basis and advance notice will be required. For one (1) or two (2) days vacation, a two (2) day advance notice will be required. For three (3) or more days, a two (2) week advance notice will be required. The District reserves the right to deny vacation requests for a particular period of time if the District determines that any additional

vacations at that time would be excessive. No vacation request will be unreasonably denied.

B. Prorate Vacation

Employees resigning or discharged shall be entitled to vacation pay on a pro rata basis.

An employee who dies while in active employment will have the appropriate pro rata vacation pay amount paid to the employee's estate.

**IX. ABSENCES, ILLNESSES AND DISABILITIES**

A. Absences

Employees shall report off prior to missing work as described below, and failure to do so may be cause for loss of pay for that day or other disciplinary action.

All call-offs are to be made via the District's designated system during the regular Monday through Friday shifts, and to a designated phone number identified by the District if working a Saturday or Sunday. All calls offs should be made as far in advance as possible, but no later than as follows:

<u>Shift Starting Time</u>	<u>Call Off Deadline</u>
6:00 a.m. but before 1:30 p.m.	One hour before shift
1:30 p.m. but before 10:00 p.m.	11:00 a.m.
10:00 p.m. but before 6:00 a.m.	3:30 p.m.

B. Sick Leave Days

Each full-time employee shall have twelve (12) paid days of cumulative sick leave per year. Part-time employees shall have five (5) paid days of cumulative sick leave per year. The District reserves the right to request a physician's excuse for the following occurrences:

- Four or more consecutive work days
- Five or more work days in a single month
- Work days before or after either vacation or personal days are used
- Any suspected abuse of sick leave

Up to five (5) days of sick leave annually may be used to care for a sick family member. These days are not in addition to accrued sick leave.

C. Temporary Compensable Injury

1. During absence due to a temporary compensable personal injury to the employee incurred in the course of employment, the District shall provide the following:

- (a) Up to twenty-four (24) weeks, the District shall continue to make the applicable contribution for health care insurance in effect at the time of disability; and
  - (b) If the employee chooses to purchase his/her lost retirement service due to a Workers Compensation claim, the District shall authorize a special sick leave and make the necessary contributions to the employee's PSERS retirement account for a period of up to twenty-six (26) weeks, and if requested by the employee, an additional 26 weeks, at the District's discretion.
2. (a) Employees are not entitled to use sick leave benefits for any day for which they are determined to be eligible for workers compensation wage loss benefits; provided, however, that an employee may use up to a maximum of fifteen (15) available sick leave days for any days the employee is unable to work due to injury or illness while awaiting a determination of eligibility for workers compensation wage loss benefits. Note: The District will pay available sick leave benefits for this period unless instructed otherwise by the employee. If the determination has not been made within fifteen (15) work days and the employee wishes to continue to receive available sick leave days, the employee shall submit a request to the Director of Human Resources.
- (b) To the extent that an employee receives retroactive workers compensation wage loss benefits for any day for which the employee has received or will receive paid sick leave benefits from the District as described in Section 2(a) above, the employee shall either (a) reimburse the District for the gross amount of sick pay for such day, in which case the sick day(s) will be restored to the employee, or (b) retain the sick pay, and pay over to the District the full amount of wage loss benefits received from the workers compensation carrier by the employee for such day(s), in which case the sick day(s) will not be restored. The employee shall notify the Director of Human Resources of his or her election, and make any payment to the District, within five (5) work days after receiving a determination as to the workers compensation wage loss benefits. If no election is made by the employee within such five (5) work day period, option (a) will be implemented and the gross amount of sick pay will be due and owing to the District immediately and any part or all of the total amount may be recovered from the employee's future pay over a period of not more than sixty (60) days.

## **X. VACATION, SICK LEAVE, AND HOLIDAY PROTECTION**

In the event a current full-time employee is reduced by unilateral District action to less than 40 hours per week, 12 months per year, but not less than 35 hours per week, 12 months per year, then such employee shall remain eligible for vacations, sick leave days, and holidays (although these three benefits will be reduced to reflect the reduced schedule, e.g., pay for sick days will reflect the reduced day's pay).

## **XI. GRIEVANCE PROCEDURE**

### **A. Purpose**

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements shall be binding on the immediate parties. Such settlements shall not be considered precedents in later grievance proceedings.

### **B. Definitions**

1. A “grievance” is any alleged violation of this Agreement or any difference or dispute with respect to its meaning or application.
2. An “aggrieved party” is an employee, or group of employees who submit a grievance or on whose behalf it is submitted, or the Association.
3. For the purpose of handling a grievance a “workday” is when District administrative offices are open. In instances where District administrative offices are closed or employee holidays occur during the grievance period then said grievance period shall be extended by the number of non work days.

### **C. Submission of Grievances**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Beginning with Level One, each grievance shall be submitted on a form approved by the District and the Association and shall generally identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person or persons responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within the time limits described in Article XI, Section D.
4. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the head custodian. Otherwise, it shall be submitted directly to the Director of Facilities.
5. Any grievance challenging an unpaid suspension or termination of an employee shall be submitted directly to the Director of Human Resources at Level Two.

6. Aggrieved persons may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected or approved by the Association. The Association shall have the right to be present at all stages of the grievance procedure.

D. Procedure

1. Informal Conference-Immediate Superior

An employee or employees with a grievance shall first discuss it with their immediate superior or Director of Facilities within ten workdays when the employee knew or reasonably should have known of the event giving rise to the grievance.

2. Level One

If the matter is not resolved in the informal conference, within ten workdays the complaint shall be reduced to writing on the form agreed upon by the parties and submitted to the Director of Facilities. The Director of Facilities shall record the answer on the form and return it to the employee within five workdays.

3. Level Two-Director of Human Resources

If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered by the Director of Facilities within five workdays, they may file the grievance within ten workdays with the Director of Human Resources. The Director of Human Resources shall hold a conference within ten workdays. The Director of Human Resources shall file a written decision within five workdays after the close of the conference.

4. Level Three-Superintendent

If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered by the Director of Human Resources within five workdays, they may file the grievance within ten workdays with the Superintendent. The Superintendent, or designee, shall file a written decision within ten workdays.

5. Level Four-Arbitration

If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered by the Superintendent within ten workdays after receipt of the grievance, the Association may, within ten workdays, request in writing binding arbitration under Act 195 by the Pennsylvania Bureau of Mediation which will propose the names of seven arbitrators. A copy of such request shall be delivered to the Superintendent.

The parties agree that the Labor Arbitration Rules of the American Arbitration Association will apply as to all disputes reaching Level 4.

Upon receipt of the names of the proposed arbitrators, a designee of the Association and the Superintendent alternately shall strike names from the list until one name remains. This person shall be designated as the arbitrator.

The arbitrator's decision will be in writing and will set forth the findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act unauthorized by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement. The cost for the services of the arbitrator will be borne equally by the School District and the Association. Any other expenses shall be paid by the party that has incurred them.

The election by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available prior to the arbitrator's decision.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances shall be prepared jointly by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. No employee shall suffer loss of pay for time spent during regularly scheduled working hours in attending hearings provided for in this grievance procedure. The parties agree to cooperate to minimize disruption to the work schedule of any employees required to attend grievance hearings.

## XII. INSURANCE

- A. At the commencement of this Agreement, the base plan offered by the District shall be the Allegheny County School Health Insurance Consortium (ACSHIC) Standard EPO Plan. The medical insurance carrier and plan offered by the District will not change unless another carrier is elected or added by the ACSHIC, if the plan is discontinued or no longer offered by the insurer or if the District elects to change the insurance carrier or plan as a result of costs or other circumstances which require a change in carrier or plan. In the event any of the above occurs, the plan selected by the District will provide a level of benefits comparable to those provided under the current health care plan, unless the parties agree otherwise. It is also acknowledged that employees who wish to elect PPO coverage are responsible to pay the full amount by which the cost of PPO coverage exceeds the cost of EPO coverage.
- B. The District shall continue to make available to full-time employees the health insurance, dental coverage, vision coverage, and life insurance currently offered so long as such

insurance remains available to the District and will pay up to the maximum amounts listed in Section C below toward the monthly premium. Current coverage includes:

- Allegheny County Schools Health Insurance Consortium's (ACSHIC) Standard PPO or Standard EPO Plan
- ACSHIC Standard Dental Plan with Riders A, B, C and D
- ACSHIC Standard Vision Plan
- Life Insurance - \$40,000

Coverage will be available at the applicable level (Individual, Family, etc.)

- C. Employee contributions to the monthly premiums for the District's insurance plans provided in conjunction with the ACSHIC Standard EPO for individual and dependent coverage shall be as follows for all levels of coverage:

2021 - 2022	11.00% of District premium
2022 - 2023	11.00% of District premium
2023 - 2024	11.25% of District premium
2024 - 2025	11.25% of District premium
2025 - 2026	11.50% of District premium

Employees shall be responsible to pay the above-referenced premium contributions but in no event shall the applicable employee contribution exceed the following:

2021 - 2022	\$110 individual/\$190 other
2022 - 2023	\$115 individual/\$195 other
2023 - 2024	\$120 individual/\$200 other
2024 - 2025	\$125 individual/\$205 other
2025 - 2026	\$130 individual/\$210 other

Employee contributions for PPO coverage shall be equal to the amounts payable by employees for EPO coverage plus the additional cost attributable to PPO coverage.

- D. The District will continue to provide the ACSHIC Standard Dental Plan with Riders A, B, C, and D and the ACSHIC Standard Vision Plan at the District's expense.
- E. Part-time employees who are regularly scheduled to work at least 1300 hours/year (5/8 of a full-time schedule) shall be entitled to receive medical insurance coverage as described in Sections A, B and C above (but not including Dental and Life Insurance coverage); provided, however, the District's contribution toward such coverage will be a pro-rata portion of the limits specified in Section C above. Part-time employees who work less than 1300 hours are not entitled to any insurance benefits.
- F. A full-time employee covered under any medical insurance program other than those offered by the District will be eligible for an annual stipend of \$1,400 (or \$4,000 if 25%

or more members elect this option) provided that, prior to June 1 of any year during the term of this Agreement:

1. the employee requests in writing to waive all medical insurance coverage (including dental and vision) offered by the District; and
2. the employee provides evidence that he/she is in fact covered under another plan. The election will be effective July 1, and the stipend will be paid in two (2) payments of \$700 each (December and June).

Any election to re-enroll in one of the District's plans will be subject to applicable waiting periods and a pro rata refund of the stipend.

Section F above presumes that none of the health benefits described in Sections A, B, C and D above will be taxable. If at any time during the life of this Agreement these benefits become taxable because of Section F, then Section F will be declared null and void. In this event employees may re-enroll as described above.

- G. If permitted by the insurer, individual coverage in the ACSHIC Standard PPO Plan or the ACSHIC Standard EPO Plan then provided by the District (as selected by the employee) will be made available by the District for eligible retired employees for a period of thirty six (36) months after the effective date of the retirement or until eligible for Medicare, whichever comes first. Such employee must have been a part of the District plan prior to retirement and have had at least twelve (12) years of credited full-time retirement service with the District and have attained the age of 62. The District will contribute up to the maximum monthly District contribution for individual coverage then in effect pursuant to paragraph XII.C, above, and the employee shall pay the balance, if any. The employee may purchase spouse/dependent coverage during such time if permitted by the insurer.
- H. The District's monthly obligation toward the purchase of the retiree's health insurance shall be reduced by the amount of any premium assistance available to the retiree through the Public School Employee Retirement System to the extent not necessary to satisfy the retiree's monthly premium contribution obligation. Any premium assistance available through the PSERS shall be applied first, to reduce any retiree premium contribution obligation and secondly, to reduce the premium contribution of the District.

If permitted by the insurer, other employees who retire under PSERS with at least twelve (12) years of credited full-time PSERS retirement service but not yet age 62 may purchase health coverage for themselves and dependents through one of the District's plans at their own expense for a period of up to ten years after the effective date of the retirement or until Medicare eligible, whichever comes first.

- J. The parties are currently serving on a joint labor/management committee concerning health care options. In the event that one or more health care plan options approved by the committee becomes available, the parties agree to negotiate over the implementation of such plan(s) for eligible employees, retirees, and dependents in lieu of the plans described above.

The District will meet and discuss with the Association for the purpose of offering payroll deduction for additional life insurance if permitted by the carrier, and disability insurance,



so long as the expense for additional life insurance and/or disability insurance is borne by the employee. In the event that the cost of medical insurance coverage exceeds the Maximum Monthly Employer Contributions specified in Section C of this Article, the District will, upon request, meet and discuss with the Association concerning the redirection to medical insurance coverage of a portion of the wage increases specified in Article XXI, and/or other alternatives to reduce such excess cost for which eligible employees are responsible, so long as the overall cost to the District is not increased.

The employer shall offer a Section 125 Plan to shelter premium contributions and a Flexible Spending Account.

### **XIII. HOLIDAYS**

Paid holidays for full-time employees, and part-time employees on a pro-rata salary basis, will include:

- |                          |  |
|--------------------------|--|
| 1. July 4                | 7. Day after Christmas   |
| 2. Labor Day             | 8. New Year's Day  |
| 3. Thanksgiving Day      | 9. Good Friday   |
| 4. Thanksgiving Friday   | 10. Easter Monday*   |
| 5. Day before Christmas* | 11. Memorial Day   |
| 6. Christmas Day         | 12. (2) Floating Holidays. Must be pre-approved by Department based on time of request and daily staffing levels. Cannot be rolled over if unused. |

Whenever any of the above holidays fall on an employee's scheduled day off the employee's immediate preceding or following workday will be granted as the holiday as indicated on the annually adopted school calendar or through the Facilities Office. When Christmas Day and/or New Year's Day occur on an employee's scheduled day off, the parties shall meet and discuss the scheduling of the holiday for any such employee prior to November 1<sup>st</sup> of each year.

\* For holidays 5 and 10 above, if school is in session, bargaining unit members will receive an additional non-student attendance day(s) off individually scheduled upon application to the District.

B. Except when a regular shift begins in the eight (8) hours immediately preceding the holiday, full-time employees who work, Labor Day, Thanksgiving, Good Friday, and Memorial Day will be paid double time. If the July 4<sup>th</sup>, Christmas or New Year's Day holidays are observed by the District on a preceding or subsequent calendar day and an employee works on both the actual and the observed holiday, the employee will be paid double time for hours worked on the date of the actual holiday. All other days are paid at regular rate.

Except as provided in Section B above, employees shall be paid double his or her rate of pay for hours worked on those holidays in Section A above.

Employees who use sick leave the day before and/or after a holiday will not receive pay for the day(s) without a doctor's certificate verifying the illness or incapacity.

#### **XIV. OVERTIME**

##### **A. Overtime Provision**

Employees shall be paid time and a half (1½) their regular wage for all paid time beyond forty (40) hours in a workweek, provided they are officially requested by their supervisor to work the excess time. The exception to this would be if hours worked occur on the seventh work day of an employee's workweek, then those hours worked on the seventh work day will be paid at double time providing that the employee worked on the sixth day of that same week. All emergency work (work that is not prearranged) that occurs on the employee's second day off of the workweek shall also be paid at double time. Scheduled holiday, approved leave days with pay and sick leave days shall be considered days of work in computing overtime hours. For sick leave days to be considered for overtime, the District reserves the right to request a physician's excuse after the third occurrence within a contract year. Leave without pay does not count toward time worked for the regular workweek. The work week shall begin on Monday at 12:01 a.m. and end on Sunday at midnight. All overtime must be approved by the Director of Facilities or his/her designee.

Prearranged overtime pertaining to an individual work site shall be made on a rotating seniority basis by 1.) classification, and then by 2.) work site. In the case of custodial classification group, all prearranged overtime that is not a specific function of the school building where the work is being performed (i.e. that is under the direct leadership of the Facility Department) shall be made on a rotating district-wide seniority basis.

For District-wide employees, the Facility Office will maintain a record of overtime opportunities made up of both worked hours and turned down hours. The record will be utilized to determine overtime assignments and will be available for review by the Association. No one employee will work two different types of overtime in one work day unless it is an emergency situation or requested by the Director of Facilities or his/her designee. The Mail Courier is a District-wide position not assigned to a building and may choose to participate in the District-wide overtime rotation. Planned overtime work that is the responsibility of District-wide employees will be rotated on a seniority basis within the appropriate classifications by classifications and based on Appendix A. The employer and the association will meet annually to review and renew the terms of Appendix A.

##### **B. Overtime Rotation for Saturdays and Sundays**

Employees who are not regularly scheduled to work Saturdays/Sundays will be available to work up to ten (10) Saturdays/Sundays per year, as needed, as a day of work on an overtime basis as described above. Such Saturday/Sunday work shall be scheduled on a rotating basis within a building (specific skills and abilities considered). If a scheduled employee in this rotation system refuses such work he/she will not be eligible for overtime work until his/her turn occurs again in the rotation. If all employees refuse, then the employee in rotation must take the scheduled assignment. This rotation system shall not apply to employees regularly scheduled to work Saturdays/Sundays, who may work their

regular shifts or overtime without regard to the rotation among employees not regularly scheduled to work Saturdays/Sundays.

C. Missed Overtime

Failure to report off as described in Article IX before scheduled overtime work may result in a one (1) day unpaid suspension for the first offense, and further discipline for additional offenses.

**XV. EMERGENCY WORK**

Employees will make every effort in emergencies such as, but not limited to, structural/mechanical failure, weather emergencies, or acts of vandalism to report for work when called. All emergency work that has to be performed outside of an employee's regular working hours but requested by the District of an employee while on their regular shift will be paid at time and a half unless the below stipulations apply.

Double time for emergency work will be paid in the following instances:

- An employee is called in for emergency work on a holiday (per Article XIII).
- Emergency work that occurs on an employee's second day off in a work week, normally a Sunday, for work that had not previously been assigned (per Article XIV).
- When an employee is working on their second day off during a given work week doing previously assigned work, and an emergency develops causing them to be reassigned, the employee will be paid double time for the period of time they are addressing the emergency work.

An employee who is called in will be given a minimum of three hours of work.

**XVI. PAY FOR ACCUMULATED SICK LEAVE DAYS AT RESIGNATION**

During the term of this Agreement an employee who receives sick leave benefits, who retires/resigns and has at least 12 continuous years of service with the District, shall be entitled to receive a payment, less appropriate deductions as follows:

- for employees with up to twenty (20) years of service \$35.00 per day for each day of unused accumulated sick leave, up to a maximum of five thousand dollars (\$5,000).
- for employees with twenty (20) or more years of service \$45.00 per day for each day of unused accumulated sick leave, up to a maximum of six thousand, five-hundred dollars (\$6,500).

The above payout shall not be available in cases of a just cause discharge by the District. Bargaining unit members who die while in service shall have the above amount paid to their estates or to their designated beneficiary(ies) as named in the employees' current life insurance policy provided by the District as maintained in the offices of said life insurance company. The twelve-year stipulation does not apply to those retiring under state retirement benefits.

## **XVII. EMPLOYMENT DATE**

The latest date an employee commences work for the District shall be the date used for calculation of years of employment and seniority for the purpose of this contract.

Employment seniority shall be broken and the employment relationship terminated by the following:

- resignation or retirement
- discharge for just cause
- unauthorized absence in excess of 5 days
- continued unexcused absence in excess of 5 days after all workers compensation has been exhausted unless their workers compensation claim is under appeal.

An employee who began employment July 1 through December 31 shall be given applicable vacation credit for a full year's work on July 1 of the following year.

The employment date and related data regarding the employee shall be contained in the official personnel file in the school district's central office. This file is open for the employee to inspect with a one-day notice to the central office.

A complete list of all employment dates for current employees will be available to the Association upon reasonable request to the District each August.

For the purpose of bumping during layoffs and filling vacancies, each employee will also have a classification (Annual/Hourly Wage Groupings) employment date which is the date the employee first worked as assigned in his/her current classification.

## **XVIII. PAID LEAVES OF ABSENCE**

### **A. Personal Leave Days**

Three (3) days shall be designated for full-time employees and two (2) days shall be designated for part-time employees as personal leave days. The personal leave day may be used for matters of urgent personal business which cannot be scheduled outside of regular working hours. The personal leave day shall be granted if the employee submits the appropriate written or electronic notification on the appropriate form to the Director of Facilities or his/her designee at least two days in advance of the desired leave. In case of emergencies, the personal leave day request must contain a statement of the reason for such absence and the nature of the emergency. The Director of Facilities may either approve or disapprove such use of the personal leave day, thereby waiving the requirement of advance notice of two (2) days.

Unused personal leave days will be converted to sick leave days on a one-to-one basis on June 30 of each year.

B. Bereavement

All employees shall be allowed a maximum number of bereavement leave days according to the following:

- Five (5) days following the death of a parent, parent-in-law, spouse, child, or step-child
- Four (4) days following the death of a brother or sister, grandparent or grandchild
- Three (3) days following the death of a son-in-law, daughter-in-law, or any person with whom the employee has made his/her home
- Two (2) days following the death of a first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

All provisions of the Article will be interpreted as if they apply to the relatives of the employee's spouse as well as the employee's relatives unless otherwise specified above. If the death occurs on the workday, the employee has the option of using a personal day (if the employee has one available) or a bereavement day to cover the absence on that day. All days mentioned above shall be taken within ten (10) calendar days following the death with exceptions being at the discretion of Administration. Employees may be required to submit appropriate documentation upon request.

C. Jury Duty

Any member of the bargaining unit called for jury duty shall be granted such leave.

Any payment received for jury services shall be deducted from the employee's normal compensation.

**XIX. UNPAID LEAVES OF ABSENCE**

Employees may request from the Director of Facilities, a short-term absence, other than aforementioned leaves of absence without pay. If an employee's request is denied by the Director of Facilities, they may appeal that request to the Director of Human Resources and then the Superintendent. The Board of School Directors may, in its sole discretion, grant such requests. All communications requesting (including a statement of the reason for the request), granting, or denying such leaves of absence shall be in writing.

**XX. FAMILY AND MEDICAL LEAVE**

- A. The District shall abide by the Family and Medical Leave Act, as amended and shall be entitled to exercise the discretionary rights contained therein. An approved family medical leave taken pursuant to the provisions of the Family and Medical Leave Act, except as modified by subsection C of this Article, shall run concurrently with any other eligible leaves of absence contained in this Agreement and approved by the Board of School Directors.

- B. Calculation of an employee’s FMLA entitlement shall be done on a rolling year basis as defined by the FMLA. The rolling year begins the date of application for FMLA.
- C. In the event that an employee requests to use both sick leave and FMLA leave in connection with the birth and care of a newborn child, the FMLA leave shall run concurrently with any sick leave taken by the employee with the exception of the first twenty (20) days of sick leave taken by the employee as a result of any of the pregnancy-related disabilities. The length of pregnancy-related disability, including recovery time, must be supported by medical documentation.
- D. Interpretation. This article is intended to implement any District Board Policy or procedures in effect for the Family and Medical Leave Act of 1993, as amended, and is not intended to provide any rights beyond those set forth in the Family and Medical Leave Act.

**XXI. ANNUAL/HOURLY WAGE GROUPINGS FOR EMPLOYEES**

- A. All employees will be awarded one step for each year of employment according to the schedule below until the employee is at the top step. An employee hired between July 1 and December 31 shall move to the next Step on July 1 of the subsequent year. An employee hired between January 1 and June 30 shall remain on their current step until the following year. Thereafter the employee will move one Step on July 1.
- B. The District may hire new employees at a step commensurate with the employee’s skill and experience.
- C. Wage Rates

<b>Buildings and grounds; Maintenance &amp; Security; Custodian; Mail Courier</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b>Step 1</b>	\$16.67	\$16.67	\$16.67	\$16.67	\$16.67
<b>Step 2</b>	\$17.62	\$17.62	\$17.62	\$17.62	\$17.62
<b>Step 3</b>	\$18.57	\$18.57	\$18.57	\$18.57	\$18.57
<b>Step 4</b>	\$19.52	\$19.52	\$19.52	\$19.52	\$19.52
<b>Step 5</b>	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48
<b>Step 6</b>	\$21.43	\$21.43	\$21.43	\$21.43	\$21.43
<b>Step 7</b>	\$24.31	\$24.66	\$25.06	\$25.46	\$25.96
<b>Day Custodian/Pool Operator; Bus Driver/Utility; Utility /Maintenance Personnel; High School Engineer; Shipper/Receiver; Sweep Team</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b>Step 1</b>	\$17.43	\$17.43	\$17.43	\$17.43	\$17.43
<b>Step 2</b>	\$18.43	\$18.43	\$18.43	\$18.43	\$18.43
<b>Step 3</b>	\$19.42	\$19.42	\$19.42	\$19.42	\$19.42
<b>Step 4</b>	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42
<b>Step 5</b>	\$21.41	\$21.41	\$21.41	\$21.41	\$21.41
<b>Step 6</b>	\$22.41	\$22.41	\$22.41	\$22.41	\$22.41
<b>Step 7</b>	\$25.40	\$25.75	\$26.15	\$26.55	\$27.05

<b>Skilled Trades: Carpenter;; Electrician; Mason; HVAC Technician;-Plumber; Electronics Technician; Vehicle Maintenance, etc.</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b>Step 1</b>	\$20.78	\$20.78	\$20.78	\$20.78	\$20.78
<b>Step 2</b>	\$21.97	\$21.97	\$21.97	\$21.97	\$21.97
<b>Step 3</b>	\$23.16	\$23.16	\$23.16	\$23.16	\$23.16
<b>Step 4</b>	\$24.35	\$24.35	\$24.35	\$24.35	\$24.35
<b>Step 5</b>	\$25.53	\$25.53	\$25.53	\$25.53	\$25.53
<b>Step 6</b>	\$26.72	\$26.72	\$26.72	\$26.72	\$26.72
<b>Step 7</b>	\$30.19	\$30.54	\$30.94	\$31.34	\$31.84

Shift Differential: Night Custodians who work their regular shift from 10:00 p.m. to 6:30 a.m. or 5:00 p.m. to 1:30 a.m. shall receive an additional twenty cents (\$.20) per hour. Employees who are regularly scheduled to work Saturday or Sunday shall also receive twenty cents (\$.20) per hour differential.

## **XXII. METHOD OF PAYMENT**

- A. Employees will be paid in 24 payments on the 10th and 23rd of each month, or the last weekday before these dates. The payments on the 10<sup>th</sup> will be for all hours worked from the 16<sup>th</sup> through the last day of the preceding month. The payments on the 23<sup>rd</sup> will be for all hours worked in that month from the 1<sup>st</sup> through the 15<sup>th</sup>.
- B. All employees will be required to have direct deposit.
- C. Records of employee hours worked shall be made by District-owned time-recording devices to be compatible with the District computerized payroll system.
- D. Paychecks that contain errors shall be corrected in the next regularly scheduled paycheck when brought to the attention of the payroll department within 2 workdays of the receipt of the paycheck.
- E. Employees shall receive overtime compensation within two pay periods following the pay period in which the overtime was earned and after all overtime records have been submitted.
- F. The District agrees to continue optional payroll deductions for United Way contributions, Credit Union payments or deposits, voluntary benefits, flexible spending plan, tax sheltered annuity, etc.

## **XXIII. REDUCTIONS IN FORCE AND RECALL RIGHTS**

In the event it becomes necessary to reduce the work force, affected employees shall be given a twenty (20) workday notice. Reductions in force will be based upon the skills needed, as determined by the District. Affected employees shall have the following rights:

A. Bumping

1. The employee shall be permitted to bump any employee with less classification (as in Section XXI.C.) seniority in their classification or to bump an employee with less District seniority in a lower classification; provided the employee has actually worked and was assigned permanent work in that classification. In addition, the employee must be able to perform the work of the employee being bumped as determined by the District. "A lower classification" is determined by the amount of the Annual/Hourly Wage Grouping at which the employee is paid. Except for the twenty (20) workday notice period bumped employees shall be considered as having the rights described in this article. Employees who are to be laid off or furloughed and who have the right to bump under this section shall be permitted to do so without interruption of their continuous service to the employer.

B. Bumping Due to Subcontracting

Any employee laid off or furloughed as a direct result of subcontracting of bargaining unit work may, in addition to the bumping rights in Section A.1. of this Article, has the right to bump the least senior employee in a lower classification as selected by the District, subject to the District's right to assign the bumping employee to any position in that classification. The bumping employee shall be paid the applicable wage in the new classification, and shall be subject to a ninety (90) day probationary period, during which the employee may be laid off if the District determines that the employee is not qualified, and such layoff shall not be subject to the grievance procedure.

C. New Hires

No new employees shall be hired in a job classification, District wide, until all employees on lay-off status within said job classification, which the District judges to be qualified, have been recalled. Lay-off status shall terminate after the employee has refused to return to work to a position in the employee's classification for which the District judges the employee to be qualified. Layoff status shall also terminate if the employee fails to contact the District before the tenth (10<sup>th</sup>) day of possession of the District's recall notice. Said notice shall be mailed to the employee's last known address, certified mail, return-receipt requested, via U.S. Mail delivery.

D. Duration of Layoffs

Employees who have been laid off shall be recalled in order of their employment date first within classification and secondarily District wide to a lower classification in which they have actually worked. Employees shall remain on the lay-off list for a period of two years.

## **XXIV. WORK STOPPAGE-LOCKOUT**

During the term of this Agreement, the Association will not authorize, permit or condone any work stoppage, slowdown or other form of curtailment of effort, and the District or its staff will not authorize or permit any lockout of Association members or persons covered by the terms of this Agreement.



## **XXV. MISCELLANEOUS PROVISIONS**

- A. Zipper Clause--This Agreement is the result of collective bargaining between the District and the Association which has been conducted under the requirements of and directives of state law. The provisions of this Agreement may be changed only through the mutual agreement of the District and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be valid except to the extent permitted by law. All other provisions of the contract shall continue in full force.

## **XXVI. EMPLOYEE DISCIPLINE OR DISCHARGE**

No employee shall be disciplined or discharged without just cause.

Disciplinary measures shall include the following: first, a letter indicating unsatisfactory performance; second, a letter indicating continued unsatisfactory performance and a possible suspension; third, a letter indicating continued unsatisfactory performance and normally dismissal.

Three warning letters of unsatisfactory performance will normally be grounds for dismissal.

Serious cases of employee poor performance, lack of performance, unsatisfactory performance or unsatisfactory conduct will normally result in immediate dismissal.

The District's intention is to avoid situations which cause unnecessary embarrassment.

All disciplinary materials will remain in the files but will not be used for progressive discipline after three (3) years without an intervening occurrence.

## **XXVII. SAFETY**

It is not the District's intention to require employees to work under conditions unsafe or damaging to the employee's health

Upon a written request from either the Association President or the Director of Facilities to the other party, the two individuals will meet to determine if a sufficient condition or agenda exists to warrant a safety meeting. Such a meeting may involve employees during their assigned work hours as agreed between the parties.

## **ARTICLE XXVIII. ASSOCIATION RIGHTS**

### **1. Association Meetings**

- a. The Association meetings of its members shall be scheduled at times other than the normal school day or other than when previously scheduled District meetings are to be held.
- b. The District will provide time for the Association to meet when arranging for all-District or all-building staff meetings where such meetings can be accommodated without excessive disruptions.

### **2. Association President Visit to Schools**

- a. The Association president or designee shall be allowed to visit schools before or after the student day.
- b. Association business conducted by Association officers without leaving the officer's work location shall not interfere with any work assignment.

### **3. Use of School Facilities**

- a. The Association and its members may make written application for the use of school facilities to conduct Association meetings in accordance with the District Rentals Office Request to Use Facilities policy in effect at the time of the application. Upon the building principal's approval of the application for use of the building for which the principal is responsible, the Association and its members will be permitted to use said school facilities for Association meetings. Such meetings must be held outside of regular school hours. The Association shall not be charged for the use of school facilities for regular or special Association meetings.

### **4. Use of Bulletin Boards**

- a. The Association will be provided the use of a bulletin board or designated section of a bulletin board in each building for posting matters of Association business.

### **5. Interschool Mail and District Email**

- a. The Association will be permitted to use the interschool mail and email systems to communicate with Association members provided such communication is consistent with the Network/Internet Use policy in effect at that time and does not interfere with school activities.

### **6. Association Leave**

- a. The Association President or a member designated by the President to act on behalf of the Association shall be granted up to five (5) days per year of leave for the purpose of conducting Association business. This leave shall be unpaid, unless the Association arranges to reimburse the District for the wages and

employment costs, including social security, retirement and worker's compensation, for such leave.

7. Provision of Information

- a. A complete list of all employment dates for current employees will be available to the Association upon reasonable request to the District each August.
- b. The District shall notify the Association of changes to its bargaining unit members' status including, new hires, resignations, retirements, deaths, promotions or employees who have been furloughed or are placed on an unpaid leave of absence, within ten (10) days of such Board action.

8. Dues Deduction and Maintenance of Membership

a. Dues Deduction

The District will deduct, each year of the term of this Agreement, Association dues from salaries of members of the Association, as authorized in writing by the individual Association member.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken by the District under provisions of this Article.

b. Maintenance of Membership

The District agrees that employees who have joined the Association, or who join in the future, shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18), of the Public Employees Relations Act, Act 195.

c. Legislation

Upon a new law permitting alternatives to Article III, Subsection (18) of Act 195 and Association request, the District and the Association will meet to negotiate the conditions of this Article.

**XXIX. TERM OF AGREEMENT**

This Agreement shall take effect as of July 1, 2021, and shall continue in effect through June 30, 2026.

FOR THE ASSOCIATION:

By *Emmette Novak*  
President

By *Nicole Flaherty*  
Chief Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Negotiator

FOR THE DISTRICT:

By *[Signature]*  
President, Board of School Directors

By *Timothy J. Steinhilber*  
Superintendent of Schools

By *[Signature]*  
Director of Human Resources

By *Kimberly Walters*  
Secretary, Board of School Directors

## APPENDIX A - OVERTIME OPPORTUNITIES FOR SECOND AND THIRD CATEGORIES

Employees who are under the second and third classifications (see below) of the contract are entitled to be considered for all overtime in these classifications, with the stipulation that the individual must be qualified to perform the overtime task that is being offered. If an overtime task presents itself that requires a particular skilled trade, any individual in that particular job would be the one considered for that overtime. If a helper would be needed to work with the skilled trades, the individual(s) under that classification would be considered. However if certain qualifications would be required of the helper, the individual would be asked to confirm their ability to perform the duties before approving their acceptance of the overtime. If the District does not feel that an individual can safely and productively perform the overtime task, the individual will be notified of the reasoning and the next individual on the list will be offered the overtime, until someone with the proper skill set is approved.

A sign-up sheet is attached to this memo. It is requested that each individual in these classifications complete this sign-up sheet and return it to the Facilities Office no later than April 30<sup>th</sup>. You can request that your name be either added to or omitted from the overtime list. A sign-up sheet will be distributed once a year, in April. The list will be comprised and be effective for the upcoming school year, which would start July 1<sup>st</sup> and end June 30<sup>th</sup>. Once the list is comprised for the year, no changes will be made to the list until the following year with the exception of newly hired individuals who have completed their probationary period and would like to be added to the list.

### CLASSIFICATIONS

- Second Classification - Day Custodian/Pool Operator, Bus Driver/Utility, Utility/Maintenance Personnel, High School Engineer, Sweep Team, Shipper Receiver
- Third Classification – Skilled Trades: Carpenter, Electrician, Mason, HVAC Technician, Plumber, Vehicle Maintenance, etc.\*

The overtime will include, but may not be limited to the following.

- Truck Orders
- General Miscellaneous Utility Work
- Specialty Utility Work (includes July 4<sup>th</sup> Fireworks and Band Festival)
- Box Truck Runs
- Stadium Clean-Up
- Snow Removal
- Grounds Work
- Field Maintenance
- Carpentry
- Electrical Work
- Masonry Work
- HVAC Work
- Plumbing
- Vehicle Maintenance

An overtime list will be kept by the management team and all hours will be tallied. If an individual chooses not to be considered for overtime, the hours will not count against them. If an individual chooses to be considered for overtime and they refuse and/or pass on an overtime opportunity, those hours will be added to that individual and will count against their total overtime hours. This process is subject to review annually.

Please note that no one individual will work two different types of overtime in one work day unless it is an emergency situation or requested by the Director of Facilities or his/her designee.

*Please note that the Electronics Technician has been removed from this classification only for the purpose of this overtime list. The Electronics Technician is still covered under the Agreement; however this individual works in the Technology Department and does not fall under the guidelines of the Facilities Department.*

## OVERTIME SIGN-UP SHEET

Please check the boxes next to only the overtime options you wish to be considered for during the school year. Bus drivers – please note that the bus trip overtime list will continue to be a separate list managed by the Transportation Coordinator in the Facilities Department, however those hours will continue to be added onto your total overtime hours.

- Truck Orders
- General Miscellaneous Utility Work
- Specialty Utility Work (includes July 4<sup>th</sup> Fireworks and Band Festival)
- Box Truck Runs
- Stadium Clean-Up
- Snow Removal
- Grounds Work
- Field Maintenance
- Carpentry
- Electrical Work
- Masonry Work
- HVAC Work
- Plumbing
- Vehicle Maintenance

---

Please sign here

---

Date

**I do not want to be included for any of the above-mentioned overtime options. I understand by checking this box, I will not be contacted for any of the overtime opportunities for the entire school year. I do have the option to get on the overtime list, if I wish, for the following school year when it is circulated.**

---

Please sign here

---

Date