

AGREEMENT

between

MT. LEBANON SCHOOL DISTRICT

and the

MT. LEBANON EDUCATION SUPPORT PROFESSIONALS, PSEA-NEA
(CAFETERIA)

Effective July 1, 2021

Through June 30, 2026

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I. AGREEMENT

This Collective Bargaining Agreement made this _____ day of October, 2021, by and between the Mt. Lebanon School District (District) and the Mt. Lebanon Education Support Professionals, PSEA-NEA (Association) with regard to all full-time and regular part-time cafeteria employees of the District in the bargaining unit certified by the Pennsylvania Labor Relations Board order #PERA-U-10-216-E on September 17, 2010.

II. RECOGNITION

The District recognizes the Association as the exclusive representative and bargaining agent, as provided for by ACT 195, for all full-time and regular part-time cafeteria employees of the Mt. Lebanon School District in the bargaining unit certified by the Pennsylvania Labor Relations Board order #PERA-U-10-216-E on September 17, 2010.

III. SCOPE OF THE AGREEMENT

Collective bargaining as required by ACT 195 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.

IV. POLICY MATTERS

It is understood and agreed by and between the parties that representatives of the District shall meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon reasonable request by the Association's representatives. Prior to subcontracting the District's food service department the District will meet and discuss such plans with the Association. The Association and the Employer will meet to communicate regularly in order to resolve issues that arise in the workplace and will provide their agendas for Meet and Discuss twenty-four (24) hours prior to the time the meeting is scheduled to begin.

V. EMPLOYEE ORGANIZATION ITEMS

A. Dues Deduction

The District will deduct from the monthly pay, September through June, for the term of this Agreement, Association dues from salaries of members of the Association as authorized in writing by the individual Association member and forward same to the Association office in a timely manner but no later than the 10th of the following month.

The District agrees to use the Association dues billing form for the purpose of remitting Association dues. The District will update this form on a monthly basis by indicating the correct dues rate, adding new hires, and coding employees who have

resigned, retired, died, been promoted or placed on inactive status as a result of layoff, personal leave, extended sick leave or temporary compensable personal injury. The District agrees to provide the, home address, job title, date of hire, rate of pay, and number of hours of work for all employees.

The Association shall indemnify and hold the District harmless against any and all claims, suits, order or judgments brought or issued against the District as a result of any action taken by the Association or by the District pertaining to the collection, calculation and dissemination of dues as agreed to in the paragraph above.

B. Use of School Facilities

The Association may make written application for the use of school facilities to conduct Association meetings. Said application shall be made in advance of a proposed meeting. Upon the building principal's written approval of a properly filed application for the use of the building in which the principal is responsible, the Association and its members may be permitted to use said school facilities for an Association meeting. Said use of the building shall not be permitted during working hours.

C. New Employees

The School District will provide the Association representative, within a month after the appointment has been approved by the Board of School Directors, with the name and address of the newly appointed employee. The District will provide each newly appointed employee a copy of the contract.

D. Printing Agreement

Copies of the Agreement shall be printed and made available by electronic publication on the District's website within a reasonable time after the Agreement is signed.

E. 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, Sub-section (18), of the Public Employees Relations Act, ACT 195.

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.

VI. WORKING CONDITIONS

A. Work Year

- a. The work year for General Workers and Cooks shall be student attendance days and any additional days as scheduled by the food service director.
- b. The work year for Chef(s) shall be all August workdays, student attendance days from September through June, and any additional days as scheduled by the food service director

- B. Employees will be paid at a time-and-a-half rate for overtime in excess of forty (40) hours per week provided they are officially requested in writing by their food services manager to work in excess of the afore stated forty (40) hours.

Double time will be paid for those hours of work performed on Sunday.

- C. Sometimes special events food is prepared or served by the food services department at the discretion of the food services manager. Special activity work shall be assigned on a rotating seniority basis among employees who volunteer for such assignments. Special events which require the services of the Chef shall count toward the Chef's turn in the rotation. Employees will be requested to volunteer for special activity work prior to the beginning of each semester. If no other employee requests these hours, they may be assigned to one of the volunteering employees on a least senior basis. Employees working special activities which occur after the regular work shift shall be paid their regular rate of pay for the time spent working the special event, unless the event hours move the employee into overtime status. Employees working outside of the normal hours of work or called in to work hours in addition to their regular shift shall be guaranteed a minimum of two (2) hours work.

- D. When employees are absent, employees working fewer hours per day shall be offered the opportunity to fill the vacant position(s) as follows:

For general worker positions, a separate list of the name(s) of interested and eligible workers by building seniority (most senior first) will be developed for the jobs to be filled. An individual worker's name may appear on all lists. Each time additional hours are needed, the cafeteria manager will call workers starting at the top of the rotation for the appropriate starting time until the vacant position(s) has been filled. During a long-term absence (one or more weeks), employees shall rotate by building-wide seniority on a bi-weekly basis.

For lead positions and positions requiring certification, a separate list of the name(s) of interested and eligible workers by district seniority (most senior first) will be developed for the jobs to be filled. An individual worker's name may appear on all lists. Each time additional hours are needed, the cafeteria manager will call

workers starting at the top of the rotation for the appropriate starting time until the vacant position(s) has been filled. During a long-term absence (one or more weeks), employees shall rotate by district-wide seniority on a bi-weekly basis.

E. Flexible Instructional Days (FIDs)

- a. During FIDs due to cold weather, employees shall report to work in their respective building for their regular work hours.
- b. During Flexible Instructional Days due to hazard, employees will not report to work and will not be paid, but shall be permitted to make up time missed at a time mutually agreeable to the employee and supervisor.
- c. On days that the District is closed to all students, staff and faculty, employees will not report to work and the day shall be made-up as per the District policy/calendar.

F. Cleaning

Cafeteria employees shall not be required to mop any cafeteria or kitchen floor(s) at the conclusion of the workday.

G. Vehicle Damage

An employee will be reimbursed up to \$250 for repair of vandalistic damage to the employee's vehicle when such damage occurs while the vehicle is being used by the employee as transportation to and from the employee's assigned duties and between such times when parked while the employee is working. Claims for reimbursement must be made in writing to the Food Service Director within one (1) school day following the discovery of damage. The claim must be followed by proof of cause and effect for the damage as it is related to the employee's assignment, a police report which fixes the time and location of the incident, an employee-paid receipt for the repair of the damages, and, if requested by the District, a statement from the employee that the cost of the repair was not otherwise recoverable from those responsible for the damage or from any insurance company.

H. Reimbursement for automobile mileage

Employees shall be reimbursed at the standard IRS mileage rate for all miles driven on District business.

I. Trainings

When an employee is required to attend offsite training outside of the normal hours of work, there shall be notice of at least 60 days if possible. The employees shall be reimbursed for all reasonable costs, including mileage and if the training is more than

4 hours, the employee shall be reimbursed for one meal not to exceed \$15.00. The employee shall be paid at the employee's regular rate of pay for all hours of training.

VII. LENGTH OF SERVICE

- A. The latest date an employee commences work for the District shall be used for the calculation of seniority. Prior experience within the District will be used for the purpose of salary computation when employees are rehired.
- B. A probationary period of ninety (90) calendar days running consecutively shall be in effect for all new employees or rehired employees. Permanent status shall begin the first day of the first month after the satisfactory completion of the ninety (90) day probationary period and after the approval of the Board of School Directors. Action by the Board will take place and the employees will be informed of this action within thirty (30) calendar days following the completion of the ninety (90) day period. The employee shall be eligible for health and welfare benefits upon attaining permanent status and in accordance with the daily work requirements as defined in the health and welfare section of this contract.

Discharge of a probationary employee prior to hiring by the Board of School Directors shall not be subject to the grievance procedure by either the employee or by the Association.

During the probationary period on-the-job orientation will be given as is possible and reasonable within the work cycle of the school year.

- C. Job vacancy notices shall be posted September through June in locations readily accessible to all employees for a period of seven (7) working days. When school is not in session, notices will be e-mailed to all Employees' MTL email addresses. All bargaining unit members who apply in writing for food service vacancies will be interviewed and notified of the status of their application within two (2) calendar weeks of their interview date. For the purpose of lateral moves, positions will be awarded based first on the applicant's building site and then their seniority. Food service employees applying for other positions will be notified of the status of their application within two (2) calendar weeks of receipt. The qualifications and length of service of the applicant shall be among the prime considerations used in determining the recipient of the vacant position.
- D. An employee selected for a promotional position shall be placed on a trial period for sixty (60) calendar days. Salary and fringe benefits of the new position will commence at the beginning of the trial period. Permanent status shall begin the first day of the first month after satisfactory performance has been demonstrated during the sixty (60) day trial period and after approval of the Board of School Directors. An employee who is selected for promotion but is unsuccessful as determined by the District in said promotional position may return prior to or at the conclusion of said sixty (60) day period to the same position or a similar position to that formerly held.

- E. Length of service will be broken at the time of resignation or discharge. In the case of layoff which exceeds twenty four (24) months, length of service will not accrue during such absence. In the case of leave of absence without pay, not related to illness or disability, which exceeds three (3) months, length of service will not accrue during such absence.
- F. The District will supply, upon reasonable request, to the Association President a "length of service list" for current employees.
- G. The cafeteria manager has the right to rotate workers through different cafeteria jobs as he/she shall determine so that the general workers get to know all of the different general worker jobs. Employees will receive training and/or orientation to the various general worker duties dependent upon their prior training, on-the-job experience and/or complexity of the duty.

VIII. JOB ELIMINATION

- A. In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their employment date within that job classification, district wide, as evidenced by salary schedule groupings.
- B. When an employee is to be laid off for any reason within a job classification, the employee and the Association shall be given a ten (10) workday notice prior to the layoff date. The employee shall be permitted to bump any employee with less seniority in a lower or equal job classification as evidenced by the salary schedule grouping. However, the employee must meet the qualifications set and determined by the District and be able to perform the work of the employee being bumped. Employees who are to be laid off 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.
- C. If satisfactory service is demonstrated, the employee shall be transferred permanently to that new position. If the employee does not show satisfactory service within sixty (60) days the employee shall be placed on the layoff list.
- D. No new employees shall be hired for any position in a job classification, district wide, until all employees qualified for said position on layoff status within said job classification have been recalled. Layoff status shall terminate after the employee has refused to or fails to return to work following the District's offer of recall by certified mail, to a position for which the District judges the employee to be qualified.
- E. Employees who have been laid off shall be recalled in order of their employment date. Employees shall remain on the layoff list for a period of two (2) years.

IX. JURY DUTY

- A. Any member of the bargaining unit called for jury duty shall be granted such leave.
- B. Any payment received for jury services shall be deducted from the employee's normal daily compensation.

X. HEALTH AND WELFARE BENEFITS

A. The District will provide to employees who regularly work six and one-half (6.5) hours or more per day and at least one-hundred and eighty (180) days per year the individual health insurance, dental coverage, vision, and life insurance so long as the insurance remains available to the District, and the District shall pay up to the maximum amounts listed in subsection (b) below toward the monthly health insurance premium.

- a. Current coverage includes:
 - Allegheny County Schools Health Insurance Consortium's (ACSHIC) Individual Standard PPO or Standard EPO Plan
 - Individual ACSHIC Standard Dental Plan with Riders A, B, C and D
 - Individual ACSHIC Standard Vision Plan
 - Life Insurance - \$20,000
- b. 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
2022-2023 \$115 individual
2023-2024 \$120 individual
2024-2025 \$125 individual
2025-2026 \$130 individual

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.

- c. The employee may purchase dependent level coverage at 100% of the difference in cost between individual level coverage and the dependent coverage level that they purchase.
- B. The District shall provide \$20,000 life insurance and offer up to the following amounts toward purchase of medical, dental or vision insurance plans offered by the District to employees who work at least 4.0 hours per day:
- Employees who work 6.0 but less than 6.5 hours daily receive \$300 per month
 - Employees who work 5.0 hours but less than 6.0 hours daily receive \$200 per month
 - Employees who work 4.0 hours but less than 5.0 hours daily receive the following per month:
 - 2021-2022 \$125
 - 2022-2023 \$135
 - 2023-2024 \$140
 - 2024-2025 \$145
 - 2025-2026 \$150
- C. An employee eligible for the health care provision according to the terms of this contract will be eligible for an annual stipend in lieu of healthcare benefits as stated below provided that prior to June 1 of any year during the term of this Agreement, or sixty (60) days after ratification of this Agreement:
1. the employee is covered under any medical insurance program other than those offered by the District.
 2. the employee requests in writing to waive all medical insurance coverage offered by the District, and
 3. the employee provides evidence that he/she is in fact covered under another plan.

Annual stipend

5 hours per day or more: \$ 600

At least 4 hours per day but less than 5 hours per day: \$ 300

Employees shall receive cumulative sick leave as follows:

- Chef position: eleven (11) days per year
- ten (10) days per year if working five (5) hours or more daily
- five (5) days per year if working 4 hours daily
- two (2) days per year if working less than four (4) hours daily

Absence due to illness covered by sick leave will not be deducted from an employee's service record. 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.

XI. LEAVES OF ABSENCE

A. Pregnancy

Absence from work due to pregnancy shall be treated as any other disability.

B. Paid Leaves

Emergency/Personal Business Leave

Full-time employees who work five (5) hours or more daily shall be entitled to three (3) emergency/personal business days per year. Those working four (4) hours per day are entitled to two (2) emergency/ personal business days per year. The personal business days may be used for matters of urgent personal business which cannot be scheduled outside of regular working hours. Requests for personal business days must be submitted to the food service manager at least two (2) days in advance of the desired leave. Requests for emergency leave do not require the two (2) day advance notice. The administrator may either approve or disapprove said leave.

Any unused personal days may be converted to sick days at the end of the year.

Bereavement Leave

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, spouse or 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 this 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 an absence occurs on the workday of the death, the employee has the option of using a personal day (if the employee has one available) or a bereavement day. All days mentioned above shall be taken within ten (10) calendar days following the death with exceptions being at the discretion of Administration.

C. Unpaid Leaves

Personal Leave

Any employee desiring an unpaid leave of absence from employment, with stated reason, shall secure written permission from the District.

Extended Sick Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, upon District approval, be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed on a yearly basis upon receipt of a written request by the employee and the approval of the District. During such leave the employee may continue in the District's medical, dental and vision plans at the employee's expense.

Temporary Compensable Personal Injury

1. During an absence due to a temporary compensable personal injury to the employee incurred in the course of employment, the District shall provide the following:
 - a. For up to twenty-four (24) weeks, the District shall continue to make the applicable contribution for medical, dental and vision insurance in effect at the time of the disability; and
 - b. For up to twelve (12) weeks, the District shall continue to contribute to the employee's PSERS retirement account according to District procedure.
2. Employees are not entitled to use sick leave benefits for any day for which they receive Workers Compensation benefits.

D. Family and Medical Leave

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:
 - a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.
 - b. "Family Member" means Spouse, Child or Parent of an employee.
 - c. "Family and Medical Leave" means leave pursuant to the Family and

Medical Leave Act of 1993 ("FMLA").

- d. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive work days, e.g., a leave schedule that reduces some of the scheduled workdays or hours per work day of an employee.
 - e. "Parent" means biological parent or a person who stood in loco parentis.
 - f. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
 - g. "Spouse" means husband or wife.
 - h. "Year" means District fiscal year, i.e., July 1 to June 30.
2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the District for at least 12 months prior to the leave commencement date; and for at least 1,250 hours of service with the District during such previous 12 month period.

An employee shall not be eligible for, and may not take, Family and Medical Leave and a long-term unpaid leave of absence during the same year.

3. Leave. Eligible employees shall be entitled to a total twelve (12) workweeks, i.e., sixty (60) workdays of unpaid leave during any Year for one (1) or more of the following reasons:
- a. The birth, or the placement for adoption or foster care, of a Child. The entitlement to leave for this reason shall expire at the end of the 12 month period beginning on the date of such birth or placement.
 - b. In order to care for the employee's Family Member who has a Serious Health Condition.
 - c. Because of the employee's own Serious Health Condition which causes the employee to be unable to perform employment duties.
4. Continuation of Benefits. During the period of Family and Medical Leave, the District at its expense, shall continue to maintain the employee's coverage under the District's group Health Care, Dental, Vision and Life Insurance benefit plans which are provided for in Article X of this Agreement, at the levels and under the conditions coverage would have been provided if the employee had not taken the Leave. Otherwise, Family and Medical Leave shall be without pay or compensation of any kind. Any leave that extends beyond the Family and

Medical Leave shall be without benefits, unless otherwise provided in this Agreement.

5. Limitations on Leave.

- a. Integration with Other Leave. If an employee is eligible for a Family and Medical Leave due to the employee's health condition and qualifies for and is entitled to use any paid or other unpaid health-related leave under the Collective Bargaining Agreement, District policy or statutory mandate, the District shall be granted credit for such leave in calculating the District's obligation to provide Family and Medical Leave provided that the Family and Medical Leave is being used for the same purpose for which the foregoing leaves could be used. In the event that employees have no other paid or unpaid leave available for which Family and Medical Leave can be used, an employee shall be entitled to a full twelve (12) weeks of Family and Medical Leave. At the same time, employees who are entitled to Family and Medical Leave due to the health condition of family members shall have the option of electing Family and Medical Leave rather than paid or unpaid leave for which the employee is eligible. Such Family and Medical Leave for family members shall not run concurrently with any other leave available to the employee. Such elections shall be made before, or soon as practicable after, the leave begins.
- b. Notice to District. Where the leave is foreseeable, the employee must provide at least thirty (30) days advance written notice to the Superintendent, or his designee, of the date when the leave is to begin, unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as promptly as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the District's operations, subject to the approval of the employee's or Family Member's health care provider.
- c. Intermittent Leave. Intermittent leave shall not be permitted except where medically necessary. In the case of Intermittent Leave in connection with the Serious Health Condition of the employee or his/her Family Member, and when such leave would constitute twenty percent (20%) or more of the total workdays in the period during which the leave would extend, the District may require the employee to take the leave in a block of workdays (not intermittently) for the entire period of leave, or to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request.

- d. Reporting While on Leave. If an employee takes leave because of his/her own Serious Health Condition or a Family Member's Serious Health Condition, he/she, upon written direction from the District, must contact the District on the first and third Tuesday of each month regarding the status of the condition and his/her intention to return to work.
6. Certificates Regarding Leave. The District may require the employee to provide timely certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for, commencement, continuance and return from leave.
7. Return from Leave.
 - a. Position Upon Return. Upon return from leave, the employee shall be assigned to the same or an equivalent position, in terms of pay and other terms and conditions of employment.
 - b. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the District the amount of any insurance premiums paid by the District for continuation of the employee's Medical, Dental, Vision and Life Insurance benefits during the period of the leave and thereafter to termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a Serious Health Condition of the employee or the employee's Family Member, or other circumstances beyond the employee's control.
8. Interpretation. This article is intended to implement District procedures for the Family and Medical Leave Act of 1993, and is not intended to provide any rights beyond those set forth in the Family and Medical Leave Act.

XII. PAY FOR ACCUMULATED SICK LEAVE DAYS AT RETIREMENT

During the term of this Agreement an employee who receives sick leave benefits and who has reached retirement age and has applied for and received State retirement payments shall be entitled to receive \$ 35 per day for each day of unused accumulated sick leave obtained during the employee's years of service in the Mt. Lebanon School District until the maximum total payment per employee of \$4,200 is reached.

Bargaining unit members who die while in service shall have the above amounts paid to their estates or to their designated beneficiary(ies) as named in the employee's current life insurance policy provided by the District as maintained in the offices of said life insurance company.

XIII. DISCIPLINE

The District shall, in employee disciplinary matters, issue an oral reprimand, secondarily a written reprimand, thirdly a suspension following continued unsatisfactory performance, and then discharge, if unsatisfactory performance continues. No employee shall be disciplined, suspended or discharged without just cause and without reasonable notice to the Association.

XIV. GRIEVANCE PROCEDURE

All disputes between the District and the Association or between the District and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure.

- Step One: All grievances must be initiated by a person or group of persons within the bargaining unit or the Association within thirty (30) calendar days of the alleged occurrence or within thirty (30) calendar days from the time the grievant reasonably should have known of or been aware of the existence of the situation giving rise to the alleged grievance. Group grievances shall go directly to Step Two. The grievance shall first be discussed orally by the grievant and the food services manager. The grievant may elect to have an Association representative present. The food services manager will give an answer in writing within one (1) calendar week of such meeting.
- Step Two: If a satisfactory settlement is not reached in Step One, the grievant must reduce the grievance to writing, on a form mutually agreed to by the District and Association, and give or send a copy of the same to the Director of Human Resources and the Association President, within two (2) calendar weeks after receipt of the Step One answer. Any grievance challenging an unpaid suspension or termination of an employee shall begin at Step Two. The Director of Human Resources and the Association representative shall meet in an attempt to settle the dispute. A written answer must be given to the Association President by the Director of Human Resources within two calendar weeks after such meeting.
- Step Three: If the grievance is not settled in Step Two, the Association representative and the Superintendent or his designee shall meet in an attempt to settle the grievance within two (2) calendar weeks after receipt of written notification of the Association's disagreement with the Step Two answer. A written answer must be given by the Superintendent within two (2) calendar weeks after such meeting.
- Step Four: In the event no agreement is reached at Step Three, the Association may, upon written notice to the District, submit the grievance to arbitration within two (2) calendar weeks after receipt of the Step Three answer. A copy of the submission shall be given to the Director of Human Resources.

The request for arbitration should be to the PA Bureau of Mediation. The PA Bureau of Mediation will provide the Association and the District with the names of seven (7) arbitrators. Upon the 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 of 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 law or of the terms of this Agreement. The decision of the arbitrator shall be binding. The cost of the arbitrator will be borne equally by the District and the Association.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or procedures otherwise available.

XV. JOB CLASSIFICATIONS AND WAGE RATES

- A. The following are the job classifications as evidenced by salary schedule groupings of the employees covered by this Agreement and the basic wage rates such employees shall be paid in their respective job classifications during the term of this Agreement.

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.

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
General Workers					
Step 1	\$13.32	\$13.82	\$14.30	\$14.70	\$15.10
Step 2	\$14.10	\$14.60	\$15.08	\$15.48	\$15.88
Step 3	\$15.72	\$16.22	\$16.70	\$17.10	\$17.50

Cooks					
Step 1	\$14.33	\$14.83	\$15.31	\$15.71	\$16.11
Step 2	\$15.17	\$15.67	\$16.15	\$16.55	\$16.95
Step 3	\$16.91	\$17.41	\$17.89	\$18.29	\$18.69

Chef					
Step 1	\$22.78	\$23.28	\$23.76	\$24.16	\$24.56
Step 2	\$24.12	\$24.62	\$25.10	\$25.50	\$25.90
Step 3	\$26.80	\$27.30	\$27.78	\$28.18	\$28.58

- B. Employees hired between July 1 and December 31 will move to the step two- rate on the salary scale commencing July 1. Otherwise, employees hired after January 1 will remain at their current step until the following July 1.

Employees requiring certification will receive a \$100 stipend upon obtaining certification and annually thereafter while maintaining the certification.

- C. Higher Classification Pay

A worker assigned to fill a higher paid position for a day or more will receive the higher rate of pay for all hours worked in that position.

XVI. MISCELLANEOUS

- A. If any provision of this Agreement is held to be contrary to law, then such provision shall be invalid but all other provisions shall continue in effect.

It shall be the mutual obligation of the District and the Association to meet and discuss alternate arrangements.

- B. During the term of this Agreement the provisions of this Agreement supersede all policies and directives of the District that may be contrary hereof and may be changed only through the mutual agreement of the District and the Association.
- C. This Agreement is the result of collective negotiations between the District and the Association which have been conducted under the requirements of and directives of statute law.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's discretion and control and shall not be the subject of negotiations under Public Employee ACT 195 until the commencement of the negotiations for a successor to this Agreement.

- D. Both parties agree to abide faithfully by the provisions of Pennsylvania Public Employee Law, ACT 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that it and the employees will not strike against the District or any governmental body or assist or participate in such a strike during the term of this Agreement. The Association, through its business agent, will instruct its members not to assist or participate in sanctions, work slowdowns, withdrawal of services, or any other concerted efforts which are designed to impair the normal operations of the District during the term of this Agreement.
- E. If present insurance carrier regulations continue medical, dental and vision insurance may be purchased through the District by retired employees until they are eligible for Medicare or become 65, whichever occurs first.

- F. All bargaining unit members will be reimbursed up to \$70.00 for district-approved work shoes and/or pants for the work year. Employees must present the receipt for such purchase to the District between September 1 and November 1 of the school year. The District will furnish each employee with five (5) shirts for the work year at no expense to the employee. Should an employee choose not to be furnished with any shirts during a work year under this Section, they shall be eligible for reimbursement up to the amount equal to the cost of five (5) shirts for the purchase of eligible work attire. Reimbursement is subject to approval by the District upon receipt of such purchase between September 1 and November 1. Cooks may use their allowance toward chef tops or pants at their option. Shirts must be of color and style approved by the District.
- G. Inclement Weather and Emergencies
- The Superintendent, based upon his assessment of the severity of the weather or emergency situation, may announce the end of the workday for members of this bargaining unit. Individual school situations may cause some variations in responding to his announcement. Should these employees be sent home before the conclusion of their normal shift, they shall receive at least three (3) hours pay.
- H. The term of this Agreement shall be for the period beginning July 1, 2021, and ending June 30, 2026, except as otherwise specifically provided herein. Wages in this agreement shall be applied retroactively to the commencement of the term specified.
- I. The Food Services Supervisor will be able to function as a working manager only for training purposes.

XVII. SAFETY COMMITTEE


It is not the District's intention to require employees to work under conditions unsafe or damaging to the employee's health, including compliance with regulations applicable to the School District regarding asbestos. Therefore, a committee of members of the bargaining unit appointed by the Association President and administrators appointed by the Superintendent will serve to review situations related to questions of employee safety. A committee member will be designated chairperson by the Superintendent.

Prior to a safety meeting and following a written request from either the Association President or the Food Service Director to the other party, the 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.

FOR THE MT. LEBANON EDUCATION
SUPPORT PROFESSIONALS
PSEA-NEA

FOR THE MT. LEBANON SCHOOL DISTRICT

By 
Chair, Negotiating Committee

By 
President, Board of School Directors

By 
Committee Member

By 
Superintendent

By 
President and Committee Member

By 
Director of Human Resources

By 
Secretary, Board of School Directors