

A CONTRACT BARGAINING AGREEMENT

between the

CHARTIERS VALLEY SCHOOL DISTRICT

and the

**CHARTIERS VALLEY
EDUCATION SUPPORT PROFESSIONALS ASSOCIATION I
ESPA-PSEA-NEA**

July 1, 2018 – June 30, 2024

PREAMBLE

The Board of School Directors of the Chartiers Valley School District and the Chartiers Valley Education Support Professionals Association I, ESPA/PSEA/NEA agree to enter into a written agreement to provide for the protection of the rights of the District and its employees, and to insure to the public orderly and uninterrupted services.

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ARTICLE I

RECOGNITION

A. Recognition

The Chartiers Valley School District, acting by and through the Board of School Directors, hereinafter referred to as the District, pursuant to Section 606 of the Public Employee Relations Act Number 195 hereby recognizes the Chartiers Valley Education Support Professionals Association I, ESPA/PSEA/NEA, [PERA-R-957W (PERA-U-3261-W)] hereinafter referred to as Association, as the representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. Description of Unit

The Association's bargaining unit shall include all eligible employees employed by the District, to wit: all head custodians, custodial maintenance employees, skilled trades (special maintenance employees), head bus driver, bus drivers, including non-cdl van drivers, bus aides, head mechanic, bus mechanics and the food truck/warehouse driver, excluding, however, management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined by ACT 195 of 1970.

C. Definition of Employee

1. Twelve-Month Employee

A Twelve-month employee shall refer to those employees who are regularly scheduled to work more than 32-1/2 hours per week on a "twelve-month" basis. Full-time employees (if any), regularly scheduled to work more than 32-1/2 hours on less than a twelve-month schedule, shall continue to receive all entitlements currently received, or part-time entitlements, whichever are greater.

Notwithstanding any provision herein to the contrary, and in particular Article XXV, the District reserves the right to modify the bus schedule and bus runs of each of the full-time drivers upon the retirement, resignation, death or permanent disability of said driver, but excluding termination for cause, and to fill the position with a part-time driver. In addition, the District shall have the right to assign current full-time drivers to only a vacant daylight full time custodial position as they become available, after it has remained vacant following the conclusion of the bidding process, with the condition that the employee so assigned shall remain on the pay scale applicable to full-time drivers. In the event of such assignment to a vacant custodial position, the District will first seek volunteers among the remaining full-time drivers who may be interested in the assignment. If no full-time driver is interested the District shall have the right to involuntarily transfer the least senior full-time driver to the vacant daylight full-time custodial position, with the provisions that the employee so assigned shall remain on the pay scale applicable to full-time drivers, and continue on the pay scale applicable

to full time drivers in the event the so assigned employee bids into another full time custodial position.

2. **Part-time Employee**

A part-time employee shall refer to those employees who are regularly scheduled to work not more than six and one-half (6-1/2) hours per day with a work year the same as the schedule for Chartiers Valley student attendance. Part-time bus drivers work year / work day will coincide with the scheduled school year of attendance for the school or program to which they are assigned with the exception of those programs which continue either beyond the schedule for Chartiers Valley student attendance or on days when Chartiers Valley students are not scheduled to attend.

A part-time "floater" shall refer to those employees regularly scheduled to work:

1. not more than eight hours per day, four days per week, Monday Through Sunday, in custodial maintenance; and,
2. not more than four to six and one-half hours per day, not to exceed five days per week, Monday through Friday, in Transportation.

The work year will be the same as the schedule for Chartiers Valley student attendance. Floaters will be used to replace similarly classified bargaining unit personnel who are otherwise unable to report to work as scheduled. Every effort will be made to schedule custodial floaters on off-shifts and/or adjust their schedules as needed during the work week to fill vacancies that occur prior to the use of substitutes or overtime. If there are no vacancies, floaters will be assigned to perform extra duties within the scope of their job classification on the days and shifts to which they are normally assigned.

3. **Temporary Project Employee**

Temporary Project Employee shall refer to those employees hired to perform routine bargaining unit work, for assignments of limited duration, during the regular school year, consistent with Article XVIII, Hours of Work; and Article XXV, Promotions and Vacancies.

4. **Temporary Summer Employee**

Temporary Summer Employee shall refer to those employees hired to perform routine bargaining unit work assignments during the summer recess.

5. **Exclusion**

All other persons who perform work for the District, and who do not fall within one of the four definitions above shall not be covered by this Agreement, and shall not be entitled to any benefits of this contract. Substitutes will perform routine bargaining unit work only as temporary replacements for bargaining unit personnel who, for whatever reason, are unable to report to work as scheduled.

ARTICLE II

DURATION

Pursuant to the requirement of Act 195, this agreement shall be binding upon the parties hereto from July 1, 2018 to June 30, 2024 and thereafter from year to year except that either party may notify the other by certified mail on or before January 1, 2024 of its desire to modify or terminate this agreement.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed that the District, in its sole discretion possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the District, except as specifically modified by this agreement.

ARTICLE IV

NO STRIKE -- NO LOCKOUT

It is understood and agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act Number 195 during the life of this agreement. The District will not engage in any lockout during the life of this agreement.

ARTICLE V

NO DISCRIMINATION

Both the District and the Association agree not to discriminate against any employee on the basis of race, creed, color, national origin, age or sex, political affiliation, or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act Number 195. Unless otherwise provided herein the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa as applicable

ARTICLE VI

UNION SECURITY

A. Maintenance of Membership

Except where contrary to law, any employee who on the effective date of this agreement has joined the Association or who joins the Association during the term of the Agreement must remain a member for the duration of this agreement with the proviso that any such employee may resign from the Association during a period of 15 days prior to the expiration date of this agreement. The employee shall send a letter of revocation to the District by

U.S. mail with a copy to the Association. Letters postmarked before the expiration of the 15 day window shall be valid.

B. Indemnification

The Association shall indemnify and hold the District harmless against any and all claims, suits, or judgments brought or issued against the District as a result of any action arising out of Article VI, Section A of this article.

ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

A. 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 at no cost to the Association.

Use of the building shall be permitted during working hours so long as it does not interfere with students or with the orderly operation of the building. Any such determination shall be at the discretion of the District and shall be final. Further, in cases where approval to use school facility during the school day has been granted, the District reserves the right to rescind such approval at any time based upon District need of such facility for school purposes.

B. Release Time

Whenever the District in its discretion schedules a meeting with an employee(s) or an Association representative during regular working hours to discuss matters of mutual concern, such employee(s) or representative shall suffer no loss of pay.

The Association shall be granted a total of three (3) Association leave days each year to be used for CVESP/PSEA/NEA workshops, conferences, meetings and conventions.

C. Use of School Office Equipment

The Association may with the permission of the respective building principals have use of the school office equipment at reasonable times when such equipment is not otherwise in use. The Association shall provide all materials, supplies, and personnel incidental to such use. Copies of materials will be sent to the office of the Superintendent.

D. Dues Deduction

The District agrees to deduct the currently applicable Association dues from the pay of those employees who are members of the Association. The amount to be deducted in a fixed dollar amount shall be certified to the District by the Association, and the deduction shall be made from the pay accruing to the employee on the last day of each month. The District shall transmit the total amount of each month's deductions to the treasurer of the Association, together with an itemized statement of current employee members, by check by the tenth day of the month following said deductions.

E. Fair Share

1. Except where contrary to law, each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
2. The District and the Association agree to comply with all provisions of Act 84 of 1988. The Association agrees to fulfill all requirements of Hudson and other applicable Federal laws.
3. If any legal action is brought against the District as a result of any actions it is requested to perform by the Association pursuant to this article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The District agrees to give the Association immediate notice of any legal action brought against it and cooperate fully with the Association in the defense of the case if the District does not cooperate fully with the Association, any obligation of the Association to provide a defense under this article will cease.
4. The Association agrees in any action so defended to indemnify and hold the District harmless for any monetary damages the District might be liable for as a consequence of its compliance with this section, provided that there will be no indemnification for any damages resulting from any act of willful misconduct on the part of the District or any failure by the District to properly perform its obligations under this article.
5. In the event that these indemnification and defense clauses would be declared invalid, the obligation of the District pursuant to this article shall cease and desist.

F. Notification

The Association Secretary shall be notified when any employee in the bargaining unit is hired or terminates their employment. Within a reasonable time following the employee's hire, the Association shall be provided the new employee name, address, position, and hours of work.

ARTICLE VIII

WAGES AND SALARY

The hourly pay rates will be implemented according to the schedule found in Appendix A for the period covered by this Agreement.

A. Retention Bonus

Each year of the contract a \$50 retention bonus shall be paid to any part-time bus driver who is not eligible for fringe benefits but who is actively employed as of September 30 and who was actively employed during the immediately preceding contract year.

B. Pay Periods

All employees shall be paid twice each month, on the fifteenth (15th) day and the thirtieth (30th) day. The paycheck issued on the fifteenth (15th) day of the month shall be for work or overtime performed on the sixteenth (16th) through the thirty-first (31st) day of the prior month, and the paycheck issued on the thirtieth (30th) day of the month shall be for work or overtime performed on the first (1st) through the fifteenth (15th) day of the same month. In a pay period that contains two (2) or more holidays. The District can move the cutoff dates to allow for earlier payment of the normal paycheck.

C. Payment for Temporary Project Employee or Temporary Summer Employee

Employees who voluntarily bid into or accept a Temporary Project or Temporary Summer Employment position will be paid the posted rate for the work to be done for all Temporary Projects or Temporary Summer Employment. The District shall establish the pay rates for all Temporary Project or Temporary Summer work per Appendix A. Employees who are involuntarily assigned such Temporary positions shall be paid their current hourly rate or the rate established by the District for such Temporary Work, whichever is higher.

D. Direct Deposit of Payroll

The District shall have the right to require employees hired after July 1, 1999 to enroll in a payroll direct deposit system in order to receive their compensation. Other employees may enroll on an optional basis.

E. Rate of Pay

Employees working outside their classification shall receive their regular rate of pay or the rate of pay for all work performed or for the rate of pay for the classification performed, whichever is higher.

F. CDL Pay

All custodial, maintenance, aides, non-cdl drivers and trades employees who maintain a valid CDL license and S and P endorsement shall receive an additional \$.25 per hour for all hours worked. This \$.25 differential shall cease when an employee refuses three consecutive requests to drive when requested by the District. The \$.25 per hour differential shall again resume once the employee accepts a request to drive by the District.

ARTICLE IX

OTHER BENEFITS

The provisions of Sections B, C, D, and E of this Article shall apply only to Twelve-Month Employees. Provisions of Section F apply to any employee who, by law, is entitled to Workers Compensation Benefits.

A. Life Insurance

The District will make available to full-time and part-time employees a Group Life Insurance Program in the amount of \$50,000. The program will be paid by the Board.

B. Health Care Insurance

The District will make available to all twelve-month employees a health care insurance program as described below:

- a. The District shall provide for the employee and dependents the standard HMO/EPO of the Allegheny County Schools Health Consortium.

Effective July 1, 2018 and thereafter, all employees enrolled in in healthcare under this Collective Bargaining Agreement who complete Tiers 1, 2, and 3 of the HIGHMARK Wellness Reward Program or its successor by April 1 of each school year shall pay the following monthly premium contribution:

2018-19 \$30 individual / \$50 employee and dependents
2019-20 \$32 individual / \$52 employee and dependents
2020-21 \$34 individual / \$54 employee and dependents
2021-22 \$36 individual / \$56 employee and dependents
2022-23 \$38 individual / \$58 employee and dependents
2023-24 \$40 individual / \$60 employee and dependents

In the event that the ACSHIC no longer runs a Wellness Reward Program or successor, the monthly contribution for all members who completed Tiers 1, 2 and 3 of the Wellness Reward Program by April 1 of the last year in which the ACSHIC ran the Program shall be the amount listed above as if they are participating. The monthly contribution for all other members shall be as specified in the following paragraph.

Effective July 1, 2018 and thereafter, all employees enrolled in in healthcare under this Collective Bargaining Agreement who Do Not complete Tiers 1, 2, and 3 of the HIGHMARK Wellness Reward Program or its successor by April 1 of each school year shall pay the following monthly premium contribution retroactive to July 1 of the year in question:

2018-19 \$40 individual / \$60 employee and dependents
2019-20 \$42 individual / \$62 employee and dependents
2020-21 \$44 individual / \$64 employee and dependents
2021-22 \$46 individual / \$66 employee and dependents
2022-23 \$48 individual / \$68 employee and dependents
2023-24 \$50 individual / \$70 employee and dependents

In the event the Allegheny County Schools Health Insurance Consortium makes available an alternative plan with lower premium costs, the parties agree to negotiate the possible implementation of the alternative health care plan as well as corresponding employee contributions.

C. Vision Care Insurance

The District will make available to all twelve-month employees a vision care insurance plan effective July 1, 2018. This plan will be the Highmark Standard Opti-Choice or the Standard plan offered by the Allegheny County Schools Health Insurance Consortium.

Effective March 1, 2019, or as soon thereafter as such insurance can be made available, the District shall make available to all part-time bus drivers and bus aides a vision care insurance plan as noted above and the District shall cover the premium for the individual part-time employee only.

D. Opt-Out

Employees who are entitled to receive health insurance at the District's expense may elect to exercise "Opt-Out" provisions. To exercise such Opt-Out provisions, the employee must provide proof of insurance through an alternate plan. Upon receipt of proof of insurance, the employee will receive \$200 per month in lieu of insurance for individual coverage; \$350 per month in lieu of insurance for all other coverage (family, etc.).

The employee may elect to enroll in the District's health care plans whenever a qualifying event occurs as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985.

E. Short Term and Long Term Disability

The District will provide to all twelve-month employees the current short term and long disability plan or an equivalent plan as determined by the District. The District will continue to investigate options for employees to purchase supplemental disability insurance and will make such options available to employees if and when a suitable provider is located.

In no case may employees utilize sick days or the sick bank days concurrently with payments under Disability plans or Worker's Compensation.

F. Workers' Compensation Insurance

Any employee who, by law, receives benefits under the Pennsylvania Workers' Compensation Act shall for a period of no more than one year while on temporary disability, be entitled to receive the benefits in this Article that they would be entitled to if at work, subject to provider limitations. The District will also contribute on behalf of the employee, for a period of no more than one year while on temporary disability, to PSERS an amount equal to the employee and the District share of the retirement premium due based upon the regular salary of the employee. The employee will be required to make any co-payments or other payments to maintain voluntary deductions for purchased benefits or employer provided benefits provided in this Article.

In no case may employees utilize sick days or the sick bank days concurrently with payments under Disability plans or Worker's Compensation.

G. Benefits During Probation

Benefits provided under Article IX shall, as applicable, begin after satisfactory completion of the 60-calendar day probationary work period.

H. Continuation of Benefits

Consistent with board policy, as found in Appendix B and made part thereof, when an employee is on an unpaid leave of absence the premiums for any fringe benefits in effect during that leave will be prorated according to the leave. The employee will pay for the days he/she are on unpaid leave in any given month. The District will pay for those days the employee is in active service.

In addition, to the extent permitted by law and permitted by the Allegheny County Schools Health Consortium or other provider, and provided that there is no cost to the District, the employee retiring who qualifies under the retirement system as defined by the Pennsylvania State Employees Retirement System ("PSERS") or qualifies under any window provided by the PSERS will have the opportunity to continue the then existing hospitalization plan for other employees in the bargaining unit at the expense of the retiring employee and the District shall not object to the same. The employee shall pay the ACSHC directly for the coverage.

I. Limitation of Liability

The District's responsibility under this Article is limited to the payment of necessary premiums to purchase the benefit plans described herein. The District has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits. Further, any such action on the part of the insurance carrier shall not be attributable to the District or be considered a violation of this collective bargaining

agreement. Under no circumstances is the District responsible for payment of benefits under this article.

No dispute arising under or relating to this article shall be subject to the grievance and arbitration procedure set forth in this agreement, except an allegation that the District has failed to pay the premiums required to purchase the benefit plans.

J. Opportunity to Purchase Insurance

Any bargaining unit member not otherwise eligible for medical, vision or dental plans will be permitted to purchase, at the employee's expense, any offered HMO/EPO health insurance and/or dental insurance, if approved by the provider.

K. Uniforms

In the event the District decides to provide uniforms (consisting of shirts and/or pants) to employees within the bargaining unit, all employees will be required to wear said uniforms and maintain the uniforms in a presentable manner. In the event a uniform is damaged the employee shall be responsible for obtaining the necessary repairs so that the uniform is functional and presentable. In the event repairs are not effective, the District will replace the uniform at District expense if the damage was the result of a work-related situation. Any uniform that is damaged and in need of replacement as the result of employee misuse or a situation not related to work will be replaced at the expense of the employee. In the event that the District decides to provide new uniforms to employees, the District will provide the Association President an opportunity to comment to the District on the proposed new uniform.

ARTICLE X

HOLIDAYS

A. Twelve-Month

The following are the 11 recognized holidays for 12-month Employees.

New Year's Day	Thanksgiving Day
Good Friday	Monday following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
and Either Day following Thanksgiving or School Picnic Day	

B. Part-Time

1. Part-time employees will receive nine (9) Paid Time Off (PTO) days in lieu of Holiday and Sick Days. Of the nine (9) days, eight (8) days are PTO days and one (1) day is a personal day. Utilization of PTO requires the employee to provide prior notification to

the employee's supervisor of the employee's intent to use PTO at least two (2) hours prior to the employee's scheduled start time. Any such PTO can be taken immediately prior to or following a school holiday or student recess only upon prior receipt of permission from the employee's supervisor. For newly hired employees working less than the total amount of student attendance days, the PTO days will be prorated for the numbers of days worked in the first year.

2. Unused PTO time and personal day as of June 30 will be paid at the employee's regular rate of pay.
3. As a paid time off incentive, any eligible Part-time employee who options not to use PTO (Paid Time Off) Days during their regular scheduled school in session work day, whether using the days during non-school days, school recognized holidays, or accumulating the unused PTO days until after school is out for the year, shall be entitled to additional compensation as follows to be paid by July 30th as incentive to the employee for not using their PTO days during school days.

<u>Leave Used</u>	<u>Incentive</u>
0 days	\$200.00
½ day	\$100.00
1 day	\$ 87.50
More than 1 day	-0-

C. Condition

In order to receive pay for any holiday the employee must work the last scheduled workday immediately before and the first scheduled workday after the holiday, except when the employee is hospitalized, on bereavement leave, on approved vacation leave, paid personal leave or paid sick leave which is supported by acceptable medical documentation.

D. Pay for Work on Holidays

When an employee is scheduled to work a holiday for which he/she shall be paid, the employee will receive holiday pay and time plus one-half for all hours worked on that holiday.

ARTICLE XI

VACATION

A. Accrual

Vacation shall be granted to all twelve-month employees on the following basis:

1. Each employee who completes one year of service shall be entitled to one week of vacation at his regular rate of pay.

2. Each employee who completes two years or more of service up to seven shall be entitled to two weeks' vacation at his regular rate of pay.
3. Each employee who completes seven years or more of service up to fifteen shall be entitled to three weeks' vacation at his regular rate of pay.
4. Each employee who completes fifteen years or more of service shall be entitled to a maximum of four weeks' vacation at this regular rate of pay.

B. Carry-Over

Vacation accrued during the school year cannot be carried over into the next school year. In order to receive vacation eligibility for the current fiscal year, an employee must be on active payroll on or before January 2.

C. Part Time Accrual

For purpose of earned vacation, years of service as a part-time employee will be credited on a two-year part-time service equal to one-year twelve-month service basis should such employee be promoted to a twelve-month position. During the first year of the promotion, the use of such days will be prorated.

D. Summer Schedule

All twelve-month employees who are eligible for vacation must take at least one week of such vacation between July 1 and the last week prior to the reopening of school. During the summer recess, no more than 50% of the plant department, and no more than 50% of the transportation department may be on vacation at the same time, except for the week which includes July 4. The District reserves the right to maintain a skeletal crew during the week of July 4 with the least senior employees being assigned.

E. School Year Schedule

During the remainder of the school year, vacation time may be taken which meets the supervisor's approval except no vacation will be approved the week prior to and including the first week of school (2 weeks). Such approval shall not be arbitrarily or capriciously withheld. During the week following Thanksgiving, no more than three twelve-month transportation employees, four twelve-month custodial maintenance employees, and two skilled trades employees will be permitted to take vacation. Vacation selection preference shall be given to the most senior department employees provided vacation requests have been submitted by March 31 of each year or 30 days after Board approval of the District calendar. Those employees who submit vacation requests after the due date for submission shall forfeit seniority rights for vacation purposes. The supervisor shall return the approved and/or revised vacation schedule by May 1 of each year.

F. Ties

In requesting a vacation should a tie occur in vacation bidding, the following procedures will be applied:

1. Full-time employees with the most twelve-month seniority shall be given first priority among full time employees.

ARTICLE XII

SICK LEAVE

A. Accrual

Beginning July 1 of each school year, each twelve-month employee shall be entitled to ten days sick leave per year after completion of the 60-calendar day probationary work period. The unused portion of sick leave shall accrue from year to year. All, or any such accumulation, may be taken in any one school year.

B. Proof of Illness

Proof of illness in the form of a medical certificate may be required if an employee is absent in excess of three or more consecutive work days. Refusal to present said certificate will result in loss of pay for those days. Should the District feel that an employee is abusing his sick leave entitlement, the District shall have the right to require an employee to submit a medical certificate regardless of the number of days missed. The District agrees to notify the Association of such actions.

C. Sick Leave Reporting

No paid sick leave shall be granted, other than in unusual circumstances, unless the employee's immediate supervisor, or his designee, is notified at least two hours before the employee's regularly scheduled starting time on the first day of the absence and eight hours prior to the beginning of the shift the employee intends to return to work.

D. Compensation for Unused Sick Leave at Retirement/Resignation

Employees eligible to retire under the Pennsylvania Public School Employees Retirement System or any employee who voluntarily resigns after 15 years of service in the Chartiers Valley School District, shall be entitled to receive \$35 per day for each accumulated unused sick leave day. Employees discharged for cause shall not be entitled to this benefit. The maximum number of accumulated unused sick leave days for payment under this provision shall be limited to 200 days. The District will provide each employee with a written notice of accumulated sick leave no later than July 17, each year.

E. Sick Leave Incentive

1. Any eligible twelve-month employee who does not use sick leave during a fiscal year shall be entitled to additional compensation as follows (to be paid by July 30):

<u>Leave Used</u>	<u>Incentive</u>
0 days	\$400.00
1 day	\$200.00
2 days	\$175.00
More than 2 days	-0-

2. In lieu of the foregoing, an eligible employee who uses no sick leave may elect to accrue two (2) additional sick leave days. Such election shall be made in writing to the business office by July 15 of each year.

F. Sick Leave Donation

The District and Association agree to meet and discuss any changes for the current Sick Leave Bank procedures in place.

G. Family Medical Leave Act (FMLA)

The District will at all times maintain a policy or policies of Family Medical Leave consistent with and required by the Family Medical Leave Act of 1993.

ARTICLE XIII

PERSONAL BUSINESS LEAVE

A. Accrual

All twelve-month employees shall be granted two days per year as a personal business day, and these days shall not be cumulative. This leave may be used for matters of personal business which require the presence of the employee and which cannot be scheduled outside of the regular working hours.

Any and all requests for Personal Business Leave must be requested, and will only be approved in accordance with District Board policies.

B. Basis

Employees may take a personal business leave day for confidential personal business without stating a reason. This day shall not be used immediately prior to or following a holiday without prior approval of the Superintendent.

C. Notice

Requests for personal business leave shall be made in writing by the employee to his/her immediate supervisor at least five days prior to the effective date of the leave, stating his/her reason. All leave requests will be returned with an appropriate annotation either approved or disapproved and dated.

D. Emergency

In cases of emergency, leave shall be granted automatically; however, the employee requesting such emergency leave, must call his immediate supervisor, or Superintendent as soon as possible to inform him of the absence. A letter should be written to the Superintendent requesting approval of such leave immediately following the employee's return to work.

ARTICLE XIV

BEREAVEMENT LEAVE

A. Death In Immediate Family

Leaves of absence in case of death in the immediate family are authorized with full pay for a period not in excess of three days up to and including the day of the funeral. Members of the immediate family are defined as father, mother, brother, sister, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, grandfather, grandmother, or near relative who resides in the same household, or any person with whom the employee has made his home at the time of death.

B. Death of Near Relative

A leave of absence with pay for the day of the funeral is authorized in case of the death of a near relative. A near relative is defined as first cousin, aunt, uncle, niece, or nephew.

C. Extension

Whenever any employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three work days. The District may, upon the recommendation of the Superintendent, extend the period of bereavement leave of absence with pay in its discretion as exigencies of the case may warrant. Members of the immediate family shall be defined in Section 1154 of the Pennsylvania School Code.

ARTICLE XV

LEGAL LEAVE

A. School Related

When an employee is required to appear as a defendant or as a witness at a legal proceeding which is directly related to his duties, the employee's absence shall be excused with pay. This does not apply when an employee is charged with and convicted of an act involving moral turpitude.

B. Non-School Related

When required by subpoena to appear in any legal proceeding which is not directly related to the employee's duties, the employee shall be paid his regular daily rate, less witness fees received by him for each day he is required to appear.

C. Jury Duty

An employee called for jury duty shall be compensated for the difference between his regular pay and the pay received for the performance of such obligation.

ARTICLE XVI

MILITARY LEAVE

A. Governing Law

The District agrees to abide by Federal and State statutes pertaining to military leave.

B. Differential Pay

Employees will be permitted time off necessary to perform temporary active duty with any unit of the United States Reserves or the State National Guard.

1. The employee shall be paid the difference between his military pay per day and the pay per day he would receive from the District.
2. The employee returning from active duty will submit to the business manager a pay voucher listing the above information which is certified by the disbursing officer.
3. For purposes of computation, military pay will include those funds received as base pay, subsistence allowance, and hazardous duty pay.

ARTICLE XVII

MATERNITY LEAVE

A leave of absence shall be granted for maternity purposes to employees of the District on the following basis:

A. Notification

As soon as the employee determines she is pregnant, she shall notify, in writing, the Superintendent's office. Included in the notification must be a physician's statement which provides his estimate of the delivery date and his evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position. In cases where a request for maternity leave is based on the adoption of an infant, bona fide evidence of legal adoption must be submitted.

B. Commencement

The employee shall notify in writing to the Superintendent's office by the end of her fourth month of pregnancy of the date she wishes to commence her leave of absence. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon request.

C. Duration

The leave shall be for up to one year from the estimated date of delivery as certified by her physician, and the employee may return at any time during that period provided she notifies the Superintendent at least 60 days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the office of the Superintendent within 60 days prior to the expiration of such leave or provides notice and fails to return within 12 months from the estimated date of delivery, she shall be deemed to have abandoned or resigned the position, and the obligation of the District to provide a position to her will cease.

D. Return From Leave

Upon her return, she shall be placed in her same or a similar position for which she is qualified.

ARTICLE XVIII

HOURS OF WORK

A. Change in Work Force

Employees in twelve-month positions regardless of hiring date, and regular part-time employees, hired as of June 30, 1984, shall not have their workday reduced for the life of the Agreement provided, however, that when such position becomes vacant then such position may be changed or eliminated at the sole discretion of the District. (Exception: workday changes in the bidding of bus driving runs, closing of a building, curtailing an operational program will permit elimination of present positions of any kind.)

B. Work Year

The work year for Bargaining Unit personnel shall be defined as that period from July 1 through June 30 of the following year.

C. Work Week

The normal work week for all employees in the bargaining unit shall begin on Monday at 12:01 a.m. and end Sunday at 12 midnight. This seven-day period may be changed by the District at any time provided the union is notified in advance.

The normal schedule for bargaining unit employees is as follows:

1. Skilled Trades: Monday through Friday provided the least senior employees may be scheduled any five days during the work week.
2. Custodians: Monday through Friday. Exception: seven custodians at the High School/Middle School complex may be scheduled to work any five days Monday through Sunday. Similarly, two custodians at the Primary School and two custodians at the Intermediate School may also be scheduled to work any five days Monday through Sunday.
3. Transportation Employees: Bus Drivers, Non CDL Van Drivers, Bus Aides and Mechanics: Monday through Friday.

D. Work Day

1. The normal work day shall consist of 8 hours and 30 minutes, which includes a 30-minute unpaid lunch period.
2. The normal work day for bus drivers, which shall include bus driving and maintenance assignments shall consist of 8 hours and 30 minutes, which shall include a 30-minute unpaid lunch period and two fifteen minute paid breaks. To complete 8 hours of work, the driver's work day will be spread over a 12-hour period beginning at the time he started his work day.

E. No Guarantee

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

F. Temporary Project Employees

Temporary project employees as may be assigned to work up to a full 8-½ hours for a cumulative duration not to exceed 30 days per person in any 12-month period. This limitation shall not apply to regular bargaining unit employees filling temporary project positions. The number of such employees/positions, and the time and maximum duration of such positions, and the general nature of the work to be accomplished shall be determined by the District in advance and shall be posted as set out in Article XXV.

G. Flex Time

"Flex" is defined as within two hours before or after the starting time of a position. The District shall have the right to determine the work to be done by employees in the unit, including the setting of starting and quitting times and the days to be worked.

H. Shift Assignments

The District may eliminate or create new shift assignments within job classifications consistent with the typical shifts as currently delineated in the Agreement, subject to established posting, bidding, and bumping procedures. In the event that no employee bids on a newly created shift assignment, the District may involuntarily transfer an employee in the affected classification to the new shift assignment on the basis of inverse seniority. Unless otherwise agreed by the parties, newly created shift assignments shall remain in place for the balance of the school year in which they are created.

I. School Closings / In-Service Days

Whenever school is cancelled or there is a scheduled in-service day, full-time custodial maintenance employees will be provided the opportunity to accept reassignment on that day only. Such opportunity will be made available with the prior approval of the Director of Facilities and provided there are no after-school activities that evening for which employees must remain available. The opportunity to change shifts will be made on a continuous rotating seniority basis beginning with the most senior qualified employee and continuing in descending seniority order until the list of possible employees is exhausted. Each new opportunity to change shifts will be offered starting the person next appearing on the seniority list.

The Association shall be afforded one hour during a new employee's first week of work to meet with the new employee to provide information.

J. Attendance

All bargaining unit employees are expected to be in regular daily attendance except when authorized to be absent as set forth in this Agreement. As such, any unpaid absence occurring without prior authorization from the employee's supervisor, District Superintendent or Board of School Directors will be subject to the following consequences:

- Up to five (5) unpaid absences can occur without prior supervisory permission as long as the employee's immediate supervisor is provided at least two (2) hours prior notice of each occurrence. Thereafter, any additional absence will result on the employee being placed on probationary status. In the event a tenth (10th) day of unpaid absence shall occur without permission, a hearing will be conducted with the District preserving its right to initiate termination proceedings.
- A transportation employee who takes an unpaid absence shall not be eligible for any Extra Work or extra trips for a period of five (5) work days following the first occurrence, ten (10) work days following the second occurrence, and fifteen (15) work days following the third occurrence and any subsequent occurrence. Approved military leave and approved leave under the FMLA shall not apply.

ARTICLE XIX

OVERTIME

A. Overtime

The District maintains the sole right to determine the necessity of overtime. Employees will be assigned overtime only when officially approved in writing by their immediate supervisor. Overtime shall be paid for:

1. All time an employee works in excess of 40 hours normal work week.
2. All time worked in excess of eight hours per day. The employee will be paid once for this overtime and not be included as additional time for the week.

B. Mandatory Overtime

Employees shall be required to perform any overtime assigned when the necessity for doing such overtime work arises because in the sole discretion of the District the Job must be completed or because of any emergency which exists and necessitates the performing of such overtime work. Excluding the above exceptions, overtime shall be voluntary.

C. Call Out / On Call

1. Any employee called in to work outside of his/her regular work schedule shall be guaranteed a minimum work assignment for two hours at the appropriate rate of pay. An early call in shall not constitute a call out.
2. Whenever a two-hour delay is called, all part-time bus drivers, non-CDL van drivers, and bus aides are to report to the bus garage one and three-quarter hours later than their regularly scheduled start time. Should the delay remain in effect and school bus trips begin two hours after the regularly scheduled time, the additional one-quarter hour will be paid at the driver's scheduled hourly rate. Part-time bus drivers who arrive earlier than the time authorized herein will only be paid the one-quarter hour regardless of the time they arrive. Only those part-time bus drivers, non-CDL van drivers, and bus aides who actually report and sign-in before the time shown above will be paid.

Should the two-hour delay convert to a cancellation, all part-time bus drivers, non-CDL van drivers, and bus aides who signed in per the above paragraph and are on-site will be released to return home. The one-quarter hour pay will convert to a one-hour reporting pay at the drivers scheduled hourly rate.

D. Extra Work

1. Extra work is defined as work performed at special events which occur during non-school hours throughout the school calendar year. Extra work will be assigned to laid-off personnel first, then on a departmental basis to part-timers up to 40 hours. (To be eligible, part-timers must sign up each year on an availability list.) Then work may be offered to substitutes. If no substitutes are available, work will be offered to twelve-month employees on a rotating seniority basis.
2. Extra trips, field trips, and any non-school day athletic trip, as well as trips that occur on holidays designated in Article X, or which occur after 4:00 P.M., Monday through Friday, shall be offered on the basis of a continual rotating seniority list applicable to all full-time and part-time bus drivers. Field trips during school hours will be offered to part-time seniority list.
3. A mechanic will be paid for two hours per each eight-hour shift while "on call" during weekends or when an "on call" assignment is otherwise requested and scheduled by the District. Such "on Call" will be assigned to mechanics by the District on a continuous rotating seniority basis. Should a mechanic be called, he shall be paid additional for the actual time he is asked to perform work.
4. Parking duties at both athletic and special events will be assigned to twelve-month employees in the Transportation, Skilled Trades, and Custodial Maintenance Departments on a seniority basis beginning with the most senior and continuing until the required number of employees is obtained.

5. When mandatory group meetings are scheduled, employees shall be compensated a minimum of one hour at their standard hourly rate. Employees shall be compensated at their standard hourly rate only for the actual time required whenever an individual employee is required to meet with his/her supervisor.

ARTICLE XX

PHYSICAL EXAMINATIONS AND TESTS

- A. The District may require employees to be examined by a physician. The employee may elect to use the services of a physician designated by the District or the employee may elect to be examined by a physician of the employee's choosing. The cost of said examination shall be absorbed totally by the District if the employee is examined by a physician designated by the District. In cases where the employee selects the physician, the District will absorb that portion of the cost that the District would normally pay had the employee been examined by a District designated physician.
- B. All drivers and mechanics required to take an annual physical and eye examination shall be compensated at their scheduled hourly rate of pay for one hour. This time will cover both the physical and eye examination.
- C. Employees shall be paid at their hourly rate for required trainings and required continuing education. In addition, all employees who wish to be trained for a CDL license shall be paid for the training at their hourly rate and the District shall cover the costs of CDL testing.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. **Definitions**

1. **Grievance**

A "grievance" is hereby defined as a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

2. **Group Grievance**

A "group grievance" is defined as a complaint regarding the meaning, interpretation, or application of any provision of this Agreement which affects a group or class of bargaining unit employees. Such grievances must be signed by a minimum of one (1) grievant and the association representative.

3. **Work Day**

A "work day", for the purpose of this article only, is defined to mean the calendar days of Monday through and including Friday, except where any of these days is recognized by this contract as a holiday.

B. **Purpose**

1. The purpose of this procedure is to obtain at the earliest possible date, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level.
2. To achieve the stated purpose, union officials will have access to District administration during the course of the scheduled work day provided: supervision is notified in advance; it does not interfere with assigned duties; the request to meet is submitted in advance; and the administrator is available. If these conditions cannot be met, the parties will agree to meet at a mutually convenient time.

C. **Procedure**

Copies of written grievances and responses from supervisors and/or the union shall be forwarded to the Human Resources Office throughout the process to maintain a complete and comprehensive file.

Step 1 Informal Conference

An employee(s) with a grievance shall request a meeting with the Immediate Supervisor(s) within five (5) work days after its alleged occurrence.

The Immediate Supervisor(s) shall within five (5) work days thereafter convene at mutual convenience a meeting for discussion and resolution. The grievant shall present a written grievance at that meeting. The grievance shall be signed by the grievant(s) and the association representative. Participants shall be the grievant(s), the Association President or designee, and the Immediate Supervisor(s). The written grievance shall be informal.

If the grievance has not been satisfactorily resolved through the informal meeting, the Immediate Supervisor(s) shall provide a written response within five (5) work days of the meeting. The grievant(s) then have five days to request a meeting with the Director of Human Resources. All correspondence up to this point shall be forwarded to the Director of Human Resources prior to the meeting. A written response shall be provided within five (5) work days. If the response is unsatisfactory, the Association shall submit the grievance within five (5) work days to Step 2 of this procedure. If the Association does not proceed with the grievance within the time limits described within Step 2, and no time extension has been mutually agreed upon, the grievance shall be considered withdrawn and resolved.

The Immediate Supervisors, for the purpose of this section, are:

<u>Employee</u>	<u>Supervisor</u>
Head Custodian	Director of Facilities
Custodial Maintenance	Director of Facilities
Skilled Trades--Plant	Director of Facilities
Bus Drivers	Director of Finance and Support Operations
Bus Aides	Director of Finance and Support Operations
Bus Mechanic	Director of Finance and Support Operations

Step 2 - Superintendent of Schools

If the grievance is not resolved at Step 1, or in the case of a grievance affecting a group or class of employees, the written grievance shall be submitted to the Superintendent on the form provided by the District, said approved form to be supplied to the Association in adequate quantity to permit the Association to readily distribute the approved grievance form to bargaining unit employees expressing a desire to file a written grievance. This appeal must be filed with the Superintendent within five (5) work days after a decision from Step 1 is due, or within five (5) work days of its alleged occurrence for a group grievance. Within five (5) work days after receiving the appeal, the Superintendent or his designee will meet with the parties in an attempt to resolve the grievance. The Superintendent or his designee, within five (5) work days of his meeting with the parties, shall give his written decision. If the Association does not proceed with the grievance to Step 3 within the time limits described in that step, and no time extension is mutually agreed upon, the grievance shall be considered withdrawn and resolved.

Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Association may appeal to arbitration within ten (10) work days after the Superintendent's decision is due to the Association. A request for arbitration may be initiated by the Association serving upon the District a notice in writing of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) remains. The District shall strike the first name. The person remaining shall be the arbitrator.
- b. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the application and interpretation of the Agreement. The decision or award of the arbitrator shall be final and binding.

- c. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

D. Copies of Grievance Record

Each side to a grievance shall be entitled to copies of all documents used in the proceedings, and of endorsements of dates, times, and recipients' signatures required above. Said documents shall be made available prior to arbitration. All documents, communications and records dealing with the grievance process shall be filed in a separate grievance file, and shall not be filed in the personnel file of any participant.

E. Time of the Essence

Time periods as specified shall be of the essence in each instance, unless extended in writing by agreement, and failure to comply with same shall be deemed conclusively to constitute acceptance of the circumstances as they exist, with prejudice; i.e., without right by the same grievant to review or renew the same issue on the same circumstances.

F. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

G. Miscellaneous

1. The Association shall have the right to attend every grievance hearing on all matters covered in this Agreement.
2. A grievance may be withdrawn by the Association or by the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to any future grievance.
3. The settlement of any grievance shall state whether or not any precedent is set; i.e., it may or may not regulate future relationships between the Association and the District.
4. The District may notify an aggrieved employee of its decision by certificated mail sent to the employee's last known address, and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.
5. Any individual employee or a group of employees shall have the right at any time to present grievances to the District, and to have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this

collective bargaining agreement and provided further, that the Association has been given an opportunity to be present at such adjustment.

ARTICLE XXII

SENIORITY - PROBATIONARY PERIOD

A. Calculation

Seniority shall be district-wide and shall be defined as the length of an employee's continuous service with the District. Length of continuous service shall be computed from the date of hiring subject, however, to the following provisions:

1. In the event an employee begins work prior to the official date of hire, his seniority date shall be retroactive to the actual date that he began continuous service. In the event an employee begins work subsequent to the official date of hire, their seniority date shall be prospective to the actual date that they began continuous service. Ties shall be broken by alphabetical order of the last names of the employees involved, when necessary.
2. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
 - a. Voluntary termination of his/her employment
 - b. Retirement
 - c. Discharge for just cause
 - d. Layoffs as defined in Article XXIII-Layoffs, in excess of 14 months
 - e. When recalled after layoff, upon his failure to return to work within a period of five (5) work days after employee has received notification by certified mail to so return, provided, however, if the employee notifies the District within said five (5) work day period that he is not immediately available for work, he may be retained on such list for a period of 30 days. The District may at its discretion grant an extension.
3. When an employee, whose continuous service has been broken by any of the above causes, is again hired, he shall begin as a new employee of the district.
4. All employees hired after the effective date of this Agreement shall be regarded as probationary employees until they have worked 60 work days. Upon completion of this 60 work day probationary period, the seniority of such employees, if retained, shall be effective as of their date of hire.

Probationary employees shall not be entitled to any benefits during his/her 60 calendar days of his/her probationary period. Upon satisfactory completion of this work period said employee shall be entitled to retroactive sick leave accumulation and holiday pay. Part-time employees will receive PTO days.

5. Absences because of sickness or for other approved reasons shall not constitute an interruption of continuous service.
6. For the purpose of filling vacancies and bumping as a result of job curtailment or elimination of jobs, twelve-month employees will be given preference to part-time employees. Frozen twelve-month seniority counts for preference purposes.

B. New Employees

The names of all new employees shall be furnished to the Association within the first 60 days of employment.

C. List

A copy of the seniority list showing the classification and date of hire of each employee covered by this Agreement shall be sent to the Association president by September 15 of each year.

ARTICLE XXIII

LAYOFFS

A. Reduction In Force

Layoff refers only to those situations where the District in its sole discretion decides to reduce the work force temporarily or permanently by the elimination of a position.

B. Probationary Employees

In the event of layoffs as defined above, employees who have not completed their probationary period shall be laid off first within the department and classification affected.

C. Recall

Employees shall be recalled in the reverse order of layoff to their respective department and classifications, provided the employee has the qualifications for the job required to be performed.

D. Bumping

In cases of elimination of jobs or layoffs, an employee shall be eligible, in accordance with his seniority, to bump into any job which is occupied by an employee with less seniority provided, however, that no one will be permitted to bump into the Special Maintenance, or Head Custodian positions unless he/she is then employed in that job classification. Further, twelve-month employees will be given preference to part-time employees. Further,

no twelve-month employee may bump two part-time employees creating a new twelve-month position.

E. Recall List

In the event an employee's position is abolished and said employee is not eligible to bump in accordance with the aforementioned procedure, the affected employee shall be retained on a district recall list for a period of 24 months.

ARTICLE XXIV

SUSPENSION, DISCHARGE, AND DEMOTION

A. Just Cause

The District has the right to discharge, suspend, or demote any employee for just cause.

B. Notice

The District agrees that it will notify in writing the employee and Association within five (5) days after any suspension, discharge, or demotion of any employee and the reasons therefore. If there is any question or dispute regarding any suspension, discharge, or demotion, the grieving employee must file a written grievance on the form provided by the District regarding same within five (5) working days from the date of such suspension, discharge or demotion, and a certified copy of such grievance must be submitted to the District. This grievance shall then be handled in accordance with the grievance procedure set forth in this agreement starting with Step 1.

C. Exception

The above article shall not apply to any employee who has not successfully completed the prescribed probationary period. It is understood and agreed between the parties that the District maintains the sole right to remove an employee for any reason or for no reason at all during the prescribed probationary period.

D. Weingarten Rights

The District recognizes and agrees that employees are entitled to have an Association representative present whenever called to a meeting which the employee reasonably believes may have a disciplinary impact or effect on the employee. The employee shall be given reasonable notice of said meeting so as to enable him to obtain Association representation. Furthermore, to prevent an abuse of this principle, the District agrees it will not impose any discipline on any employee where a meeting was held without giving the employee the opportunity to obtain Association representation.

ARTICLE XXV

PROMOTIONS AND VACANCIES

A. Filling of Vacancies

Vacancies shall be filled by the promotion of employees already employed by the District who possess the established qualifications for the position as determined by the Board of School Directors.

B. Posting of Vacancies

Whenever a vacancy occurs, the District shall determine whether the vacancy is to be filled. Should the District decide to fill such vacancy, it shall post notice for a period of five work days. The notice shall state which job(s) are open, how many openings exist, how the bid is to be made, the designation of time limit for filling out the bid, and the qualifications for the job. The job will be awarded and filled within thirty days after close of posting subject to final approval by the Board of School Directors and per Section C of this Article.

Any twelve-month or part-time bus driver vacancy occurring after May 1st will not be posted. This position vacancy will be filled using a substitute driver for the remainder of the school year. If a part-time bus driver vacancy occurs during the school year but prior to May 1st, the District will advertise the part-time driver position for ten (10) days. If the position remains unfilled the District may contract out that run.

C. Awarding of Positions

When a vacancy occurs within the bargaining unit, including temporary positions, the senior most qualified employee who bids on the vacancy will be given preference provided he/she possesses the established qualifications for the position and proves his/her ability to perform the functions, duties and responsibilities of the job to the satisfaction of the District. The position shall be awarded first to any qualified twelve-month applicant based upon their seniority. Thereafter the position shall be awarded to any qualified part-time applicant based upon their seniority upon promotion. Except for temporary project positions, the successful bidder for a position shall have: a five (5) day period between bus runs; a ten (10) work day period within classification; and a fifteen (15) day period between classifications to demonstrate ability to do the work.

In the event that a twelve-month position becomes vacant during the time of the Agreement, the District shall have the absolute right to eliminate the position or to change the hours of the position, except that the District may not eliminate a twelve-month position to create two part-time positions.

The language contained herein shall be the controlling agreement covering positing and bidding.

D. Trial Period

Employees who, in the opinion of the District, fail to qualify within the prescribed 10 work day demonstration period will be returned to their former classification without the loss of seniority.

E. Filling From Outside Unit

In the event any vacancy is not filled in accordance with this Article, the District may fill the vacancy from outside the bargaining unit. The District will continue to advertise on its website and local newspapers for candidates to fill part-time driver positions to the fullest extent District deems necessary and appropriate. At least one (1) week prior the annual transportation bid meeting occurring in August, the District will notify the Association President as to the number of drivers employed by the District. After the Association members have bid on available bus runs for the upcoming year, any runs that remain open may be contracted out by the District. In such instance the District shall have the right to determine whether any runs that had been contracted out will be subject to the internal bid process in the future with the condition that District agrees to hold out for bid a minimum of fifty-eight (58) runs each year with the condition that any runs that remain open may be contracted out by the District.

F. Temporary Project Employees

Temporary project positions will be posted for at least five (5) days. The posting shall include the nature of the work, the hours, and the maximum duration of the position. Any employee from within the bargaining unit will be eligible for such positions. In the event that a bargaining unit employee is the successful bidder for a temporary project position, the District shall have the right to replace the bargaining unit employee with a substitute for the duration of the temporary project position. The successful bidder may not return to his or her regular position for the duration of the temporary position.

G. Temporary Summer Employees

Temporary summer positions will be posted for at least five (5) days. The posting shall include the nature of the work, the hours, applicable pay rates, and the maximum duration of the position. Any employee from within the bargaining unit will be eligible for such positions.

The District shall have the right to create up to ten (10) student summer positions each year at a rate to be determined solely by the District. All other summer work shall first be offered to the bargaining unit members in accordance with the terms of the Agreement. In the event that bargaining unit members do not fill these additional summer positions, the District may offer said positions to additional summer workers at a rate determined solely by the District.

Whenever an employee's temporary summer position is terminated due to the completion of his/her duties, that employee shall have the right to bump into another existing temporary

summer position commensurate with his/her seniority. The employee with the least seniority in that position will then be bumped out of his/her position and either placed into an open position or have his/her temporary summer employment ended.

H. Replacements

Day-to-day replacements for employees assigned to temporary positions will be assigned at the sole discretion of the District from within the bargaining unit; the District shall have the right to replace the reassigned employee with a substitute for the duration of the temporary position.

I. General

Nothing in this section shall be construed to mean that the District is obligated to assign a job to any bidder who is not qualified or must fill a vacant position. The decision of the District shall be final on all promotions, transfers, and filling vacancies.

J. Rescission of Bid

In the event a successful bidder rescinds his/her bid in writing, or is returned to his/her former classification during the demonstration period, the position will not have to be re-posted or rebid, but the position will be awarded from the remaining persons on that bid list according to the following progression:

1. The position will be awarded to the next twelve-month applicant (bidder) based on seniority.
2. If there are no other twelve-month applicants, the position will be awarded to a part-time applicant (bidder) based on seniority.
3. If there are no bargaining unit applicants (bidders) the District may fill the vacancy from outside the bargaining unit.
4. If there are no other bidders or applicants, the District may re-post the vacancy.
5. In the event that a successful bidder for a lateral transfer rescinds such transfer, that employee will not be permitted to bid on any subsequent lateral transfer for a period of ninety (90) calendar days from the date of return to the original position.

K. Replacement of Twelve-Month Driver

In the future when a twelve-month driver is placed on long-term assignment (longer than one week or on long-term disability) the District agrees to offer the substitute driving assignment to a part-time employee on a seniority basis. If a part-time employee should accept such an assignment, a substitute driver would replace that driver. It is not the intent of this agreement to permit mass re-bidding of part time runs to provide benefits to part-

time drivers. It is agreed that any such assignment will not result in eligibility for benefits for the affected part-time employee.

L. Light Duty Assignments

The District shall confer with the Association regarding the assignment of light duty work because of illness or Workers Compensation. Such light duty work, as assigned by the District and after consultation with the Association, shall not displace current employees through layoff or a reduction of regularly scheduled hours.

M. New Positions

Work assignments on all newly-created positions shall be as posted. The Association and District shall negotiate an appropriate classification and wage rate for any new jobs.

N. Temporary Vacancies -- Facilities

Whenever a vacancy of one week duration (five work days in a work week) or longer occurs on a day light shift in any of the facilities due to vacation or approved leave, employees on off shifts will be provided the opportunity to temporarily fill the vacancy. Employees will be solicited in a continuous rotating seniority order to fill the vacancy.

ARTICLE XXVI

SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state directive, rule, or regulation now in effect, or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other items or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XXVII

LEGALITY

The parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this agreement, or any part thereof, is in conflict with said statutes, governmental regulations, or judicial decisions, this agreement shall be automatically adjusted to comply with said statutes, governmental regulations or judicial decisions.

ARTICLE XXVIII

WAIVERS

This contract covers the entire settlement and agreement between the parties, and shall not be added to, subtracted from, or modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

AGREEMENT OF RATIFICATION

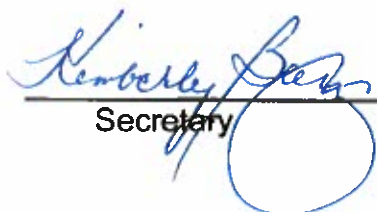
The Charters Valley School District and the Charters Valley Education Support Professionals Association have reached agreement on a contract.

In witness whereof the parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunder affixed their hands and seals.

CHARTIERS VALLEY SCHOOL DISTRICT



President 3/26/19
Date



Secretary 3/26/19
Date

CHARTIERS VALLEY EDUCATION SUPPORT PROFESSIONALS ASSOCIATION I



President 3/20/2019
Date



Secretary 3-21-2019
Date

APPENDIX A

SALARY SCHEDULES

CVESP Wages	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Skilled Trade	\$ 26.12	\$ 26.91	\$ 27.71	\$ 28.54	\$ 29.26	\$ 29.70
Skilled Trade Plus	\$ 26.88	\$ 27.69	\$ 28.52	\$ 29.38	\$ 29.96	\$ 30.70
Custodian Post 99 (\$17.75 in 2017-18)	\$ 18.58	\$ 19.50	\$ 20.48	\$ 22.28	\$ 24.06	\$ 25.50
Custodian Post 99 (\$18.75 in 2017-18)	\$ 19.62	\$ 20.60	\$ 21.63	\$ 23.24	\$ 25.10	\$ 25.50
Custodian Post 99 (\$20.53 in 2017-18)	\$ 21.48	\$ 22.56	\$ 23.69	\$ 24.40	\$ 25.10	\$ 25.50
Custodian Hired after 7/1/18	\$18.58	\$ 19.50	\$ 20.48	\$ 22.28	\$ 24.06	\$ 25.50
Custodian Pre 99	\$ 23.69	\$ 24.28	\$ 25.01	\$ 25.76	\$ 26.53	\$ 27.33
Head Custodian	\$ 26.25	\$ 27.04	\$ 27.85	\$ 28.68	\$ 29.40	\$ 29.70
Mechanic	\$ 26.88	\$ 27.69	\$ 28.45	\$ 29.23	\$ 29.89	\$ 30.70
Head Mechanic	\$ 29.71	\$ 30.61	\$ 31.76	\$ 32.71	\$ 33.69	\$ 34.70
Bus Aide (\$12.64 in 2017-18)	\$13.57	\$ 14.25	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
Bus Aide (\$13.34 in 2017-18)	\$14.29	\$ 14.57	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
Bus Aide (\$14.04 in 2017-18)	\$14.29	\$ 14.57	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
Bus Aide Hired after 7/1/2018	\$13.57	\$ 14.25	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
Driver	\$ 26.06	\$ 26.84	\$ 27.50	\$ 28.17	\$ 28.85	\$ 29.70
Head Bus Driver	\$ 29.71	\$ 30.61	\$ 31.76	\$ 32.71	\$ 33.69	\$ 34.70
Non-CDL Van Driver	\$ 19.29	\$ 19.87	\$ 20.47	\$ 21.08	\$ 21.55	\$ 22.15

Temporary Summer Employees*						
Position	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Skilled Trades (not including Grass Cutting)	\$ 18.77	\$ 18.95	\$ 19.14	\$ 19.33	\$ 19.53	\$ 19.72
Custodian/Maintenance	\$ 17.93	\$ 18.11	\$ 18.29	\$ 18.47	\$ 18.66	\$ 18.84
Bus Driving	\$ 16.55	\$ 16.72	\$ 16.89	\$ 17.06	\$ 17.23	\$ 17.40
Bus Aide	\$ 12.14	\$ 12.26	\$ 12.38	\$ 12.51	\$ 12.63	\$ 12.76
Grass Cutting	\$ 16.55	\$ 16.72	\$ 16.89	\$ 17.06	\$ 17.23	\$ 17.40

***Bargaining unit transportation employees shall receive their regular rate of pay for drivers/bus aides based on years of service when performing their driving or bus aide work during the summer.**

APPENDIX B

UNCOMPENSATED LEAVE

The Board recognizes that in certain situations an employee may request extended leave for personal reasons, after all contractually mandated leave has been exhausted, and the district could benefit from the return of the employee. This Appendix B establishes parameters for granting uncompensated leaves of absence to employees covered by this Agreement.

The Board reserves the right to specify the conditions under which uncompensated leave may be taken, furthermore, the Board reserves the right to give the responsibility for such decisions, on a controlled, limited, basis, to the administration in accordance with the Board specified conditions set forth herein below.

Uncompensated leave shall be granted in accordance with provisions of the Collective Bargaining Agreement between the District and the Charters Valley Education Support Professionals Association (Association).

Short-Term Leave -- Part-Time Employees

The Board recognizes that part-time employees receive limited benefits. In recognition of that fact, the Board authorizes the part-time employees' immediate supervisor to grant up to five (5) cumulative working days uncompensated leave with each day equivalent in length to the employees regularly scheduled work day. For either cumulative days exceeding the five (5) authorized or successive days of six (6) working days or more, the employee must make written request to the Superintendent and note both the beginning and ending dates of the leave and reason for such leave.

Short-Term Leave -- Full-Time Employees

All written applications for uncompensated leave less than five (5) cumulative working days require approval of the Superintendent. All written applications for uncompensated leave of six (6) or more cumulative or consecutive working days require approval by the Board upon recommendation of the Superintendent.

Extended Leave

If requested the Board will grant, for each qualified and approved FMLA leave, an extended leave not to exceed a maximum of one (1) year (52 weeks in length) inclusive of the FMLA leave and any applicable accumulated leave under the following provisions:

1. All personal days accumulated by or available to the employee are exhausted prior to the commencement of the uncompensated extended leave; and
2. If the leave is due to the medical condition of the employee all sick days accumulated by or available to the employee are exhausted prior to the commencement of the uncompensated extended leave unless the leave is for child

rearing in which case the employee may retain up to ten (10) days for future use; and

3. The uncompensated leave is certified by a physician and such certification adheres to the format prescribed for FMLA leaves (exception: child-rearing leave immediately subsequent to the birth or placement of a child); and
4. The individual on uncompensated leave cannot engage in alternative forms of employment that are inconsistent with the purpose of the leave for the duration of the leave.

Under no circumstance will Board-approved extended leaves, for any circumstance or any individual, exceed the equivalent of one (1) year/fifty-two (52) weeks in length. Individuals will become eligible for Board consideration of uncompensated leave when they are again eligible for FMLA leave.

Commitment of Employee

The employee granted an uncompensated leave of absence shall inform the Board of his/her intentions prior to the scheduled return date.

At the expiration of uncompensated leave, the employee shall be offered the same position previously held or a like position to that previously held

Time on uncompensated leave shall not count as time on the job, and fringe benefits shall not be provided unless the employee provides payment for such benefits unless provisions exist in a collective bargaining agreement pertaining to that employee. During the month in which the leave begins and the month in which the leave ends, all benefits and associated costs of such benefits will be prorated.

APPENDIX C

SPECIFIC UNIT POSITIONS

This section shall define the specific bargaining unit positions by department. The positions hereafter shall not be changed or eliminated except as defined in Article I, Article XXIII, and Article XXV of this Agreement. The custodial maintenance and skilled trades department areas will not be reduced during the life of the Agreement. It is understood that during the term of the Agreement, subject to Article XXV(E), the positions set forth below and any positions added to each department during the term of the Agreement are bargaining unit positions and the individuals filling such position, including new hires to such positions, are bargaining unit members. For purposes of negotiation of a successor agreement, this clause shall not be considered to be a "no subcontracting" clause, and nothing in this Agreement shall limit in any manner the District's right to solicit bids for and to subcontract bargaining unit work in connection with a successor agreement following its having bargained in good faith to impasse.

1. Custodial Maintenance Department Staffing

High School:

Daylight

- | | | | |
|--------------------|---------------------|----------------|---|
| 1. Monday – Friday | 6:30a.m. – 3:00p.m. | Head Custodian | Open Bldg./Setup café for lunch, log deliveries, attend to bldg. needs. |
| 2. Monday – Friday | 8:30a.m. – 5:00p.m. | Custodian | Café, Food Court, Kitchen, Receiving and assist the Head Custodian, set ups |

Afternoon

- | | | | |
|--------------------|--|-----------|--|
| 1. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 4 th Fl./3 rd Fl. West wing |
| 2. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 2 nd Fl./3 rd Fl. East wing |
| 3. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 2 nd Fl. "G" & "H" Bldg./DMC areas/set ups |
| 4. Monday – Friday | 2:30p.m. – 11:00p.m.
(flex to 4p.m. – 1a.m. as necessary) | Custodian | 1 st Fl. West wing "G" & "H" Bldg./DMC areas, set ups |

Night

- | | | | |
|--------------------|----------------------|-----------|--|
| 1. Monday – Friday | 10:30p.m. – 7:00a.m. | Custodian | 1 st Fl. Gym Bldg./Aux. gym area |
| 2. Monday – Friday | 10:30p.m. – 7:00a.m. | Custodian | Gym Bldg. basement/Pool Bldg./East wing academic |
| 3. Monday – Friday | 10:30p.m. – 7:00a.m. | Custodian | "B" Bldg./ "M" Bldg./Admin. Bldg. |

Middle School:

Daylight

- | | | | |
|-----------------------|---------------------|----------------|---|
| 1. Monday – Friday | 6:30a.m. – 3:00p.m. | Head Custodian | Open Bldg./Setup café for lunch, log deliveries, attend to bldg. needs. |
| 2. Wednesday – Sunday | 6:30a.m. – 3:00p.m. | Custodian | Café/Kitchen/grass cutting |

Afternoon

- | | | | |
|--------------------|----------------------|-----------|--|
| 1. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 3 rd Fl. Academic steps, and activities setup. |
| 2. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 2 nd Fl. Academic steps, and activities setup. |
| 3. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 1 st Fl. and offices |
| 4. Monday – Friday | 2:30p.m. – 11:00p.m. | Custodian | 1 st Fl. new wing (shops, gym, locker rooms)
2 nd Fl. new wing (all rooms & sky bridge) |

Intermediate School

Daytime

- | | | |
|-----------------|-------------------|----------------|
| 1-Monday-Friday | 6:30a.m.-3:00p.m. | Head Custodian |
| 1-Monday-Friday | 6:30a.m.-3:00p.m. | Custodian |

Afternoon

- | | | |
|-------------------|----------------------|---|
| 1-Monday-Friday | 3:30p.m.-12:00a.m. | 1 st Floor |
| 1-Monday-Friday | 3:30p.m.-12:00a.m. | 1 st Floor |
| 1-Monday-Friday | 3:30p.m.-12:00a.m. | 2 nd Floor |
| 1-Monday-Friday | 3:30p.m.-12:00a.m. | 1 st and 2 nd Floor |
| 1-Monday – Friday | 3:30p.m. – 12:00a.m. | New Wing and Gym |

Primary School

Daytime

- | | | |
|-----------------|-------------------|----------------|
| 1-Monday-Friday | 6:30a.m.-3:00p.m. | Head Custodian |
| 1-Monday-Friday | 6:30a.m.-3:00p.m. | Custodian |
- (Both maintain grounds/goods/kit/lunch and cafe)

Afternoon

- | | | |
|-----------------|--------------------|--|
| 1-Monday-Friday | 3:30p.m.-12:00a.m. | 2 nd Floor
(class/fac/hall/rest) |
|-----------------|--------------------|--|

1-Monday-Friday	3:30p.m.-12:00a.m.	1 st Floor (class/rest/fac/hall/sem)
1-Monday-Friday	3:30p.m.-12:00a.m.	3 rd Floor (class/sp/sem/fac/rest/hall)
1-Monday-Friday	2:30p.m.-11:00p.m.	2 nd Floor (library/offices/gym/stage/music/computer/nurse/ILF/restcopy/hall/stairs/art room)
1-Monday-Friday	3:30p.m.-12:00a.m.	New Wings

Temporary Project Employee

As posted and assigned

Temporary Summer Employee

As posted and assigned

2. Skilled Trades/Special Maintenance

1-Monday-Friday	6:30a.m.-3:00p.m.	Grounds Maintenance
1-Monday-Friday	6:30a.m.-3:00p.m.	HVAC
1-Monday-Friday	6:30a.m.-3:00p.m.	Gen. Maintenance
1-Wednesday-Sunday	6:30a.m.-3:00p.m.	Plumber
1-Monday-Friday	6:30a.m.-3:00p.m.	HVAC
1-Monday-Friday	2:30p.m.-11:00p.m.	Electrical

3. Transportation Department Staff

a. Twelve Month Drivers*

6-Monday-Friday shifts vary

b. Skilled Trades/Bus Mechanic

1-Monday-Friday	5:30a.m.-2:00p.m.	
1-Monday-Friday	6:30a.m.-3:00p.m.	Head Mechanic
2-Monday-Friday	1:30p.m.-10:00p.m.	

c. Food/Warehouse Driver

1-Monday-Friday 7:00a.m.-1:00p.m. (6-hour shift)

d. Part-time Drivers

38 Monday-Friday 6-1/2 hours or less per day
 3-Monday-Friday Floater (min.) 4 hrs. a day, max 32 hrs.
 (no current employees will have hours reduced to create two or more positions or be reduced to less than 4 hours per day).

e. Bus Aides

2-Monday-Friday 4-6-1/2 hours/day

No current part-time driver or bus aide listed above will have hours reduced to create two or more positions or be reduced to less than four hours per day.

All bus runs shall be bid utilizing seniority.

