

## **PREAMBLE**

This agreement entered into by the Harrisburg School District, hereinafter referred to as the employer, and the American Federation of State, County and Municipal Employees, District Council 90, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

### **ARTICLE 1** **Recognition**

Section 1. The American Federation of State, County and Municipal Employees, District Council 90, is recognized as the sole and exclusive representative for collective bargaining purposes for employees within the classifications established by certification of the Pennsylvania Labor Relations Board, PERA-U-4448-C (PERA-R-140-C, November 25, 1974).

Section 2. This agreement pertains only to those employees falling within the certification referred to in Section 1 of this Article.

Section 3. The term “employee”, when used in this agreement, refers only to those persons falling within the classifications of the certification referred to in Section I. of this Article.

Section 4. A temporary employee is one who is hired for a period of up to five (5) months and is so informed at the time of hire. Temporary employees are excluded from the provisions of this agreement. If an employee, hired in a temporary capacity, continues to work after five (5) months, the employee shall become a regular employee and a member of the bargaining unit and shall be credited with seniority back to the initial date of hire.

A long-term substitute is an employee who is hired for a period of up to twelve (12) months and is so informed at the time of hire. Long term substitutes shall only be hired to temporarily replace a regular employee who has been granted a leave of absence. An employee who continues to work in this capacity after five (5) months shall be covered by all provisions of this agreement. However, the School District retains the right to discharge such employee within said twelve (12) month period without recourse.

### **ARTICLE 2** **Union Security**

Section 1. The Employee’s dues deduction authorization and Union membership shall remain in effect until expressly revoked at any time in writing by the employee in accordance with the terms of the authorization.

Section 2. No more than thirty (30) days after succeeding the receipt of an employee's revocation notice, the employer shall cease making such deductions. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer, in conformance with this provision.

Section 3. The employer shall provide District Council 90 and local president, on a monthly basis; a list of all employees in the bargaining unit represented by the union. This list shall contain the following information: full name, address, social security number, job title and work site.

### **ARTICLE 3** **Dues Deduction**

Section 1. The employer agrees to deduct the union bi-weekly membership dues, if any, from the pay of those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the employer by the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the union by the last day of the succeeding month, after such deductions are made. The aforementioned itemized statement shall include the employee's full name, address, social security number and the amount of dues deducted. This authorization shall be irrevocable during the term of this agreement, as long as the employee is in a classification included with the certification of the unit.

Section 2. The employee's written authorization for dues deductions shall contain the employee's name, social security number and the name of the union.

Section 3. The union shall indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the employer as a result of action taken or not taken by the employer under the provisions of this Article.

### **ARTICLE 4** **Peace and Stability**

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, Act 195 of 1970 and Act 88 of 1992 during the life of this agreement, nor shall any officer, representative or official of the union or any bargaining unit employee authorize, assist or encourage any such strike during the life of this agreement.

Section 2. Should a strike occur not authorized by the union, the union, within twenty-four (24) hours following the request of this employer, shall:

- a. Publicly disavow such action by the employees;
- b. Advise the employer in writing that such employee action has not been authorized or sanctioned by the union; and

- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The employer reserves the right to discipline, demote or discharge any employee or employees who violate the provisions of Section 1 of this Article, subject to the grievance and arbitration procedures.

Section 4. The employer will not engage in any lockout during the life of this agreement.

## **ARTICLE 5** **Hours of Work**

Section 1. The work week for full-time employees shall consist of five (5) consecutive work days beginning on Monday and ending on Friday. In the event the employer utilizes Saturday or Sunday as a work day for certain operations, no person employed on or before July 1, 1975, will be scheduled for such work on Saturday or Sunday unless such person bids on such job.

Section 2. The regular work day for all full-time employees shall be eight (8) hours per day, effective August 1, 2016. The hours shall be consecutive except that they may be interrupted by a non-paid meal period not to exceed one (1) hour in length, per current practice. This sub-section shall not apply to positions currently working split shifts, or to positions where pre-established practices, including Food Service staff, conflict with this provision.

Section 3. Work schedules for each employee are posted in their Time & Attendance account. Except for emergencies, changes to schedules will be communicated with affected employees in advance following notification, including meet and discuss with the Union if requested.

Section 4. Employees will be considered full-time if they are regularly scheduled to work the hours in a work day as set forth in Exhibit A for their classification.

Section 5. The term part-time employees refer to employees who are regularly scheduled to work less than twenty (20) hours per week, exclusive of meal periods, in any classification.

Section 6. Employees required to attend in-service training programs shall be considered working during such programs and shall be paid their appropriate hourly rate for the time spent in such programs.

Section 7. All hourly employees must utilize time clocks in their respective areas to punch in in the morning, to punch out and in for lunch breaks and punch out in the evening.

Section 8. All hourly employees who punch in more than 6 minutes after the start of their shift will be considered late and subjected to their pay being docked by a quarter hour and the progressive discipline process.

Section 9. Employees are not entitled to use single days off without pay as a matter of right. Requests to use leave without pay will be considered on a case-by-case basis. Approval of requests to use leave without pay will not be unreasonably, arbitrarily, or capriciously denied.

Section 10. Employees who attempt to use unapproved single days off without pay may be subject to progressive discipline, beginning with an oral reprimand, up to and including termination.

**ARTICLE 6**  
**Wages**

Section 1.

- a. Wages and all other provisions in this Collective Bargaining Agreement will become effective upon ratification of this agreement. There will be no retroactivity.
- b. A non-reoccurring ESSER retention bonus will be paid during the first year of the agreement to each bargaining unit member employed as of August 26, 2022. The bonus payment will be \$1,500 for full-time employees and \$750 for part-time employees, less legally required withholdings, payable on September 2, 2022. The bonus will not be included in the employee's base salary for future compensation increases. In the event an employee who was paid the bonus resigns prior to June 30, 2023, the impacted employee will be required to return the entire bonus payment.
- c. A non-reoccurring inflation bonus will be paid during the first year of the agreement to each bargaining unit member employed as of September 9, 2022. The bonus payment will be \$750 for full-time employees and \$375 for part-time employees, less legally required withholdings, payable on September 16, 2022. The bonus will not be included in the employee's base salary for future compensation increases. In the event that an employee who was paid the bonus resigns prior to June 30, 2023, the impacted employee will be required to return the entire bonus payment.
- d. A non-reoccurring ESSER retention bonus will be paid during the second year of the agreement to each bargaining unit member employed as of August 25, 2023. The bonus payment will be \$1,500 for full-time employees and \$750 for part-time employees, less legally required withholdings, payable on the second pay of September 2023. The bonus will not be included in the employee's base salary for future compensation increases. In the event an employee who was paid the bonus resigns prior to June 30, 2024, the impacted employee will be required to return the entire bonus payment.
- e. The bonus payments will be issued subject to the approval of the Commonwealth of Pennsylvania, Department of Education and/or the United States Department of Education with respect to the propriety of using such bonus payments in order to achieve maintenance of the education program and to address learning loss as the result of not being able to hire a full complement of employees.
- f. Effective upon ratification of this agreement, bargaining unit members shall be paid in accordance with the established salary schedules for each position for each

respective school year. Bargaining unit members whose hourly rate is above the minimum established rate for the salary range will receive a 2.5% increase in each year of the agreement.

- g. In addition to the above, Special Education Instructional Aides will be paid an additional \$1.00 per hour as a supplement to the base rate when assigned to work with students within a Multiple Disabilities, Low-functioning Autism, Emotional Support, or Life Skills Classroom or serve as a Personal Care Aide (1:1).
- h. In addition to the above, Secretaries, Office Assistants, Receptionist, Safety Monitors, and any Instructional Aides who are bilingual and complete the required training and provide interpreter services as part of their District responsibilities will be provided an additional \$.50 per hour above the base rate.
- i. In addition to the above, Safety Monitors who are assigned direct student supervision duties, will be provided an additional five dollars \$5.00 for any hour(s) (exceeding forty minutes) that shall be documented and approved by the Building Supervisor.
- j. No newly hired employee shall make more than any existing employee in the same classification.
- k. This Collective Bargaining Agreement shall be subject to any necessary approvals of the Court of Common Pleas of Dauphin County or any other jurisdictional approvals required pursuant to the District's Financial Recovery Plan as set for in 24 P.S. Section 6-642(A)(a)(15) and 6-643-A.

Section 2. For the purpose of calculating and implementing the wage provisions outlined in Section 1 of this Article, a year shall be defined as twelve (12) months from the employee's date of hire.

Section 3. Each full-time employee (189 days, 214 days, or 260 days) shall receive a three hundred (\$300) dollar service payment for each five (5) years of complete continuous service to be paid as a cash bonus in the following July. Said service increment shall not be compounded or included in the base salary of the employee.

Example: 5 years of service - \$300 payment  
10 years of service - \$600 payment  
15 years of service - \$900 payment  
20 years of service - \$1200 payment, etc.

Section 4. A demotion is defined as a personnel action in which an employee is moved to a position with a lower minimum rate of pay. Employees transferred into a classification paying a lower minimum hourly rate of pay shall be reduced by 9% or the starting rate of the minimum of the lower pay grade, whichever is lesser reduction.

Section 5. A promotion is defined as a personnel action in which an employee is moved to a position with a higher minimum rate of pay. Employees transferred or bidding into a classification paying a higher minimum hourly rate of pay shall receive an increase of 9% or to the starting rate of the new classification, whichever is greater.

Section 6. A lateral transfer is defined as a personnel action in which an employee is moved to a position with the same minimum rate of pay as the position from which the employee was transferred.

Section 7. In order to be eligible for a pay increase, employees, excluding employees on military leave, must have been permanent employees the following number of consecutive days:  
189-day employee - 105 minimum days worked  
214-day employee - 134 minimum days worked  
260-day employee - 180 minimum days worked

Section 8.

Section 9. All employees shall be paid on an hourly basis, not a salaried basis. Employees will be paid for time worked during each two (2) week pay period in accordance with the established payroll calendar.

Section 10. Direct deposit of pay shall be mandatory for all employees.

## **ARTICLE 7** **Meal Programs**

Section 1. All full-time employees shall be granted a non-paid, duty-free meal period during their work day. The required hours of work during the work day shall be exclusive of this period.

Section 2. All employees will be allowed a paid meal period of one-half (1/2) hour in length for each four (4) hours worked beyond their regular quitting time.

Section 3. If an employee works four (4) or more hours after his/her scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of his/her regular shift, the employer shall either furnish a meal or reimburse the employee for a meal in an amount not to exceed seven (7) dollars.

Section 4. An employee who is required to work during the meal period shall be compensated at the appropriate hourly rate for such time.

Section 5. The employer shall provide lunchroom, rest room and lounge facilities for classified employee use in each building where such facilities currently exist.

## **ARTICLE 8** **Rest Periods**

Section 1. Except as provided hereafter, all employees will be entitled to a fifteen (15) minute rest period during each one-half (1/2) shift of three (3) or more hours.

Section 2. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or ending of the work day is permissible in certain operations where the Union and Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

**ARTICLE 9**  
**Insurance**

Section 1. Full-time employees (defined earlier as scheduled to work 8 hours/day) are eligible for medical (including prescription drug), dental, vision, and life insurance.

Section 2. Full time employees who work at least eight (8) hours a day shall be provided group life insurance paid for by the District. Coverage shall be maintained at the nearest thousand to the employee's salary, including base salary and longevity only.

Section 3. Dental insurance shall continue to be provided to employees and their dependents with the premium paid for by the District, if the employee works in a job which is regularly scheduled to work six (6) hours a day or more.

Section 4. Vision insurance shall continue to be provided based on the same hours of work as under the prior contract to those employed by the District as of the date of ratification by both parties. Effective for any employee hired after the date of ratification by both parties, vision insurance for the employee and his/her dependents shall be provided only to those employees regularly scheduled to work six hours a day or more.

Section 5. Full-time employees (defined earlier as scheduled to work 8 hours/day) are eligible for medical (including prescription drug), dental, vision, and life insurance. The insurance programs shall be PPO Blue Plan Design at a three-tier level: High, Middle or Value. Carriers may be changed if mutually agreed upon in writing by the parties. An employee may only elect to change programs during the designated open enrollment period.

Employees who elect Health care coverage will contribute a percentage of their base wage towards the cost of the premium beginning July 1, 2022 as follows:

<u>Level of Coverage</u>	<u>Without Spouse</u>		<u>Spousal Surcharge</u>
PPO High	4% of District imputed premium cost	+	4% of District imputed premium cost
PPO Low	3% of District imputed premium cost	+	3% of District imputed premium cost

This formula applies to the level of coverage selected by the full-time employee: individual, employee/spouse, employee/child(ren) or family coverage. Health insurance premium deductions will be deducted from the employee's bi-weekly pay.

Section 6. The benefits in this Article are not effective while an employee is on any leave of absence without pay, excluding FMLA leave, unless the premium is paid by the employee.

Section 7. Employees who are scheduled to work 189 or 214 days during the school year and are enrolled in the District's healthcare coverage shall be responsible for paying the appropriate percentage of the full-year premium over nineteen (19) pay dates between the second pay in September through the second pay in June of each school year.

Section 8. Effective July 1, 2016, a spousal surcharge will be instituted for the spouse of any employee eligible for health insurance coverage under the District's plan if the spouse is eligible for coverage at another place of employment and elects to be covered under the District's plan. A proof of coverage certification must be completed by all spouses desiring coverage under the District's plan on an annual basis.

Spousal surcharge is waived if employee and spouse are employed by the Harrisburg School District. Employee/Spouse must choose the less expensive of two-part or individual coverage based upon quoted rates.

Section 9.

The Harrisburg School District shall provide to each full time member of the bargaining unit and eligible retirees, who so desire, an individual or family medical insurance program (including prescription, dental, and vision programs, and District's Wellness program) based upon the plan designs, coverage levels, deductibles, and co-pays in effect in the collective bargaining agreement between the Harrisburg School District and the Harrisburg Education Association as it may change from time to time subject to any limitations set forth in this agreement. Any changes in the collective bargaining agreement between Harrisburg School District and Harrisburg Education Association (HEA) with respect to the medical insurance program (including prescription, dental, and vision programs, and the District's Wellness program) would be immediately effective in this collective bargaining agreement. Notwithstanding the foregoing, (1) the District will meet and discuss with AFSCME over any prospective medical insurance program changes in the future collective bargaining agreement between the District and HEA and (2) the eligibility for the medical programs and premium sharing will be dictated by this collective bargaining agreement versus the Harrisburg Education Association collective bargaining agreement.

**ARTICLE 10**  
**Pay Deductions**

Section 1. The employer agrees to deduct voluntary political and legislative (PAL) contributions from the pay of those employees who individually request in writing that such deductions be made. Such written request shall specify the amount the employee is authorizing the employer to deduct. The employer shall remit the aggregate deductions of all employees authorizing such deductions together with an itemized statement to the union by the last day of the succeeding month after such deductions are made. The aforementioned itemized statement shall be titled "PAL Deductions", and shall include each employee's full name, address, social security number and the amount of the deduction.



Section 2. The employee's written authorization for PAL deductions shall be revocable at any time by the employee. An employee desiring to cancel PAL deductions shall file a written withdrawal of authorization with the employer and the union.

Section 3. It is clearly understood by the employer and the union that an employee must be a dues paying member of the union to be eligible to authorize the PAL deductions outlined in Section 1 of this Article.

Section 4. The union shall indemnify and hold the employer harmless against any and all claims, suits, orders of judgments brought or issued against the employer as a result of action taken or not taken by the employer under the provisions of this Article.

## **ARTICLE 11** **Call Time**

Section 1. Any employee who has been called to work outside of his/her regular shift shall be guaranteed a minimum of four (4) hours pay. Employees receiving call time assignments shall be credited for beginning work when they arrive at the work site. An employee who is called at home about work and is therefore entitled to be paid pursuant to applicable law shall be paid for the length of the contact but in no event less than fifteen (15) minutes pay for any such contact. There shall be no duplication of hours.

Section 2. Call time shall be paid at the rate of time-and-a-half, double time, or double time-and-a-half, as applicable.

## **ARTICLE 12** **Overtime**

Section 1. Time and one-half of the employee's regular hourly rate of pay shall be paid under the following conditions:

- a. For any work performed in excess of forty (40) hours in any work week.
- b. Overtime shall be voluntary except where it is necessary to assign employees because of a lack of volunteers. In assigning such overtime work, it will be done in the inverse order of seniority. Volunteer overtime opportunities will be offered first to the most senior qualified employee within the work classification who is on duty at the time of the available work.
- c. The employer shall attempt to allocate overtime and/or differential work in a way as to equalize such work among the appropriate employees during each six (6) month period of the calendar year. The employer's obligation in this regard shall not pertain to those employees who refuse overtime work when offered. Furthermore, the employee who normally performs certain work on his/her regular shift shall have the first opportunity to perform such work in an overtime capacity.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime hours.

- a. Hours worked
- b. Holidays
- c. Vacation Leave
- d. Personal Leave
- e. Bereavement Leave
- f. Jury Duty Leave

Section 3. There shall be no duplication of overtime pay for the same hours worked.

Section 4. By mutual agreement between the employer and employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay.

### **ARTICLE 13** **Sick Leave**

Section 1. Employees shall be entitled to annual sick leave as follows:

- a. Those employees who are scheduled to work less than 260 days shall receive eleven (11) days annually.
- b. Those employees who are scheduled to work 260 days or more shall receive thirteen (13) days annually.

Section 2. Unused sick leave shall be cumulative year to year in the School District.

Section 3.

- a. Sick leave shall be earned (after the probationary period) on a pro-rated basis for all time such employees are in a compensable status during the contract year.
- b. For the purpose of computing earned sick leave entitlement at a given time during the contract year, said entitlement shall be rounded off to the nearest half-day.
- c. All sick leave to which an employee will become entitled to during a given contract year may be used at any time during said contract year.

Section 4. At the time of termination of employment of any employee, any used but unearned sick leave shall be repaid by such employee to the employer in cash, or the employer shall be entitled to deduct such sum from the final compensation due the employee.

Section 5. A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive work days. For an absence of less than three (3) consecutive work days, a doctor's certificate may be required for an absence where, in the opinion of the employer, the employee has been abusing his/her sick leave privileges.

Section 6. Sick leave may be taken in two (2) hour increments. Absences for lesser periods will be unpaid leave.

Section 7. Where an employee's paid sick leave entitlement has been used, the employee may use vacation or emergency leave entitlement.

Section 8.

- a. Employees who retire on or after the effective date of this agreement shall be paid 35% of their accumulated unused sick leave up to a maximum of 100 days, if they retire under the conditions set forth in sub-section b.
- b. Eligibility for payment of benefits under sub-section a. is as follows:
  - 1. Superannuation retirement with at least ten (10) years credited service in the Public School Employees Retirement System.
  - 2. Disability retirement regardless of service, or
  - 3. Other retirement with at least twenty-five (25) years of credited service in the Public School Employees Retirement System.
  - 4. In the event of the death of an employee with at least five (5) years of credited service in the Public School Employees Retirement System, unused sick leave entitlement shall be paid to such employee's beneficiary.
- c. No payments under this section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

Section 9. Employees who work 260 days per year may use up to five (5) days of their sick leave entitlement for the illness of a family member.

Section 10. Less than 260-day employees may use up to three (3) days of their sick leave entitlement for the illness of a family member.

Section 11. SICK LEAVE BANK

- a. All members of the bargaining unit may become members of a sick leave bank through the voluntary and irrevocable donation of one (1) day of accumulated personal sick leave each year to the sick leave bank. Such donation and membership shall be affected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the AFSCME president are notified, otherwise within ten (10) days of the opening of classes in any successive school year.
- b. The bank shall be maintained and replenished in the future by subsequent one day donations of sick leave from each member.

- c. Use of days shall be determined by a Review Committee consisting of three (3) members: one (1) from the bargaining agent, one (1) from District Human Resources and one (1) appointed by the Board of School Directors
- d. Requests for use of days from this bank for short-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion based on flexible criteria in each individual case and to include consideration of:
  - 1. the nature of the illness or disability;
  - 2. the severity of regular personal sick leave by the applicant;
  - 3. the severity of hardship imposed by possible loss of pay.

All decisions by the Review Committee are final and are not subject to the grievance process.

- e. Whenever an employee uses a day from the bank, he/she shall be paid at his/her daily rate.
- f. The union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or not taken by the District in the implementation of any of the provisions of this section or in reliance on any list, notice of assignment furnished under any of such provisions.

See additional Sick Leave Bank Guidelines in Exhibit C.

**ARTICLE 14**  
**Vacation**

**Section 1.** Full-time, twelve (12) month employees shall be eligible for paid vacation on a prorated basis in accordance with the following schedule:

**SERVICE REQUIREMENT:**

**Upon completion of:**

After probationary period and up to one (1) year of service  
 Over one (1) year of service and up to five (5) years of service  
 Over five (5) years of service and up to fifteen (15) years of service  
 Over fifteen (15) years of service and up to twenty-five (25) years of service  
 Over twenty-five (25) years of service

**VACATION ENTITLEMENT:**

**Employee shall earn:**

5 days per year prorated  
 10 days per year  
 15 days per year  
 20 days per year  
 25 days per year

Vacation entitlement is calculated based upon service credit as of July 1 of each school year. The above eligibility requirements will be pro-rated in order to determine the amount of vacation the employee shall be entitled to during the year.

Section 2. Vacation shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority, as it relates to total years of continuous service with the employer, shall be given his choice of vacation period in the event of any conflict in selection. Vacations shall be scheduled forty-eight (48) hours in advance and granted for periods of time requested.

Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are subsequent agreements on the selection period at the local level. Requests for leave submitted during the selection period shall be answered within 20 work days after the end of the selection period.

Section 3. If a holiday occurs during the work week in which a vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 4. Employees who are required by the employer to work during their scheduled vacation period and are unable to reschedule their vacation during the contract year due to the demands of their work shall be paid for such time. The amount that the employee is paid for such a day shall be the regular rate of pay, which excludes overtime and call-time hours.

Section 5. Employees separated from the service of the employer for any reason prior to taking their vacation shall be compensated at the employee's current regular rate of pay for the unused vacation in the year of termination.

Section 6. Employees shall be required to schedule vacation during the period of entitlement except that ten (10) days of unused leave may be carried forward to a succeeding fiscal year.

Section 7. If an employee is required to return to work after commencement of a pre-scheduled vacation, he shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for all hours required to work on the pre-scheduled vacation day or days. The employee shall be permitted to reschedule such vacation day(s) in accordance with Section 2 above. If the employee is unable to reschedule the vacation during the fiscal year due to the demands of his/her work, the provisions of Section 4 above shall be applicable.

Section 8. Vacation pay shall be the employee's regular straight time daily rate of pay in effect at the time of taking vacation. Effective July 1, 2016, vacation leave may be taken in two (2) hour increments.

Section 9. For those unit personnel employed for less than a twelve (12) month per year basis, the vacation entitlement as set forth in this article shall not be applicable.

Section 10. Employees who previously worked less than 260 days per year and are moved into 260-day positions shall earn vacation as follows:

Over 1 and up to 5 years of service	10 days
Over 5 and up to 15 years of service	15 days
Over 15 and up to 25 years of service	20 days
Over 25 years of service	25 days

## ARTICLE 15 Holidays

Section 1. The following days shall be recognized as paid holidays for full-time, twelve (12) month employees:

- a. Juneteenth
- b. Independence Day
- c. Labor Day
- d. Veterans' Day
- e. Thanksgiving Day
- f. Day after Thanksgiving
- g. Christmas Eve
- h. Christmas Day
- i. New Year's Eve
- j. New Year's Day
- k. Martin Luther King Jr.'s Birthday
- l. Presidents' Day
- m. Good Friday
- n. Memorial Day

Section 2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday shall be recognized as a holiday for all holidays occurring on a Saturday. Where this system causes holidays to overlap, said holidays shall be observed on date(s) mutually recognized.

Section 3. If any employee works on any of the holidays as set forth in Section 1 of this Article, such employee shall, at the option of the employee, either be paid time and one-half (1- 1/2) their regular rate of pay for all hours worked in addition to their holiday pay, or compensatory leave at the rate of time and one-half (1-1/2) all hours worked on said holiday in addition to the holiday to which the employee is entitled.

Section 4. If a holiday is observed while a full-time, twelve (12) month employee is on sick, vacation or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, vacation or any other paid leave.

Section 5. A full-time, twelve (12) month employee shall be paid for any holiday listed in Section 1 of this Article, provided he/she was in regularly scheduled compensable status on the afternoon of the work day immediately prior and the morning of the work day immediately subsequent thereto.

Section 6. All full-time, other than twelve (12) month employees, will continue to observe the same holidays during the school year (September-June) as the teachers and the pupils.

## **ARTICLE 16** **Personal Leave Days**

### Section 1.

- a. An employee shall be entitled to three (3) personal days per year without justification.
- b. The employer may reasonably limit the number of bargaining unit employees off on personal leave on any work crew at the same work location so as to avoid disruption to District operations. A work crew is defined as a group of employees within the same classification who are not assigned to a permanent work location.

Section 2. Employees may accumulate a maximum of seven (7) personal leave days at any one time. Personal leave days accrued in excess of seven (7) days by an employee in a school year shall be converted to sick days at a ratio of one (1) personal leave day to one (1) converted sick leave day.

Section 3. Personal leave may be taken in two (2) hour increments.

## **ARTICLE 17** **Bereavement Leave**

Section 1. Absence from duty because of a death in the immediate family or of a near relative shall be granted in accordance with the following provisions:

- a. Whenever an 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 five (5) school days in conjunction with (immediately following) the death and/or funeral. The employer may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, foster child, husband, wife, parent-in-law, grandchild, and grandparent. This also applies to a near relative or immediate step relative who resides in the same household or any person with whom the employee has made his/her home.
- b. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral.

The employer may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

**ARTICLE 18**  
**Leaves of Absence**

**Section 1.**     **ALL LEAVES**

- a. All requests for leave under this section must be submitted in writing to the employee's immediate supervisor or department head and shall be answered in writing within three (3) working days. Requests for leaves under this section shall be answered before the end of the shift on which the request is made.
- b. Employees who apply for and receive a leave of absence without pay at the end of such leave will be entitled to return to a position in their same classification or to a position' in a comparable classification with an equivalent rate of pay. The employee shall retain all accrued benefits earned, but not used prior to taking such leave.
- c. Fringe benefits and service credit shall continue to accrue during paid leaves of absence but shall not accrue during unpaid leaves of absence. However, employees shall be entitled upon their return from leave of absence without pay to all fringe benefits and service credits earned up to the date the leave commenced.
- d. The provisions of subsections a., b. and c. of this Section shall apply to all leave outlined in this Article, except where said provisions are specifically modified by other sections of this Article.

**Section 2.**     **PARENTAL LEAVE**

- a. All permanent employees who become pregnant or whose spouse becomes pregnant and/or adopts an infant shall be granted leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).
- b. Requests for parental leave shall be granted for a period of up to six (6) months and may be renewed for an additional six (6) months by submission of another written request.
- c. An employee who is on parental leave is entitled to use all accrued sick, vacation and emergency leave during such parental leave. All other periods of parental leave shall be leave without pay.

**Section 3.**     **CIVIL LEAVE** Employees called for jury duty or subpoenaed as a witness (not a party) to attend court shall be granted leave with pay while attending court. In addition, an employee subpoenaed to testify by any government entity possessing subpoena powers shall be



granted leave with pay while honoring said subpoena. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practical. In addition, the employee shall be required to reimburse the District any witness or jury fees received by the employee.

**Section 4. EDUCATION LEAVE** An employee may be granted a leave of absence without pay and benefits at the sole discretion of the employer for the employee's educational purposes. An employee requesting education leave shall give the employer at least six weeks prior written notice. Such leave shall not exceed two (2) years and shall not be granted more than once every four (4) years.

Employees shall receive tuition reimbursement for up to six (6) credits per fiscal year at the appropriate level of assignment, with prior approval by management.

**Section 5. MEDICAL LEAVE** Employees who have completed their probationary period shall be entitled to an unpaid medical leave of absence. A written request for such leave is required in all instances. Proof of illness in the form of a doctor's certificate shall be required, which includes a prognosis and expected date of return. The request for leave may be granted for a period of up to six (6) months, and may be renewed by the submission of additional written request in accordance with this Section for each period of six (6) months thereafter, provided the total length of such leave does not exceed two (2) years.

**Section 6. MILITARY LEAVE** Employees who are members of the Pennsylvania National Guard/Reserves are entitled to leave with pay up to fifteen (15) calendar days during which they shall, as members of the National Guard/Reserves, be engaged in the active service of the Commonwealth or in authorized field training consistent with the School Code of 1949 or Federal Forces, provided such active service does not occur during the period of the year when the employee is not in compensable status. All time spent on military leave, with or without pay, shall count as time worked for seniority, pay increases and retirement.

**Section 7. OFFICIAL MEETINGS** Attendance at official meetings, during an employee's regular scheduled work hours, including grievance under contract, labor/management and negotiations between the employer and the union shall be considered as time on duty and paid for such. Employees shall notify their supervisor or designee before leaving the job to attend such functions. Said meeting must be a mutually scheduled meeting.

**Section 8. UNION BUSINESS LEAVE** The Local Union will be granted twenty-one (21) days per year with pay for union delegates or representatives to attend conventions and educational workshops. Two weeks prior notice shall be given to the employer. Such leave shall be scheduled and granted for periods of time requested by the union, subject to management's responsibility to maintain efficient operations.

**Section 9. PROFESSIONAL DEVELOPMENT/CERTIFICATION** Employees shall receive tuition reimbursement for up to six (6) credits per fiscal year at the appropriate level of assignment or equivalent training, with prior approval by management. The employer will provide opportunities for all staff to comply with applicable laws pertaining to certification. Employees will not be held to standards that have not been established by law or statute.

With the exception of being furloughed or involuntarily terminated, employees who receive tuition reimbursement must remain employed by the District, as a full-time employee, at least 3 years beyond the date of reimbursement or, no later than their last day of employment, they will be required to repay to the District the full reimbursement amount.

- a. Employer will provide opportunities for staff to comply with applicable laws pertaining to certification.
- b. Employer may require certification to enhance the quality of job performance and productivity.
- c. Any classes or courses taken must be approved by management and be job- related.
- d. Employees may be reimbursed for no more than six (6) credits per fiscal year.
- e. To qualify for reimbursement, classes must be approved and accredited by the Middle States Commission on Higher Education or a related certification authority.
- f. The District will reimburse for the cost of the class/course only. There will be no reimbursement for taxes and fees.
- g. Employees may submit copies of official college/university generated electronic grade correspondence and bursar statements.
- h. Reimbursement will be grade-based (A-100%, B- 75%, c-50%)

**ARTICLE 19**  
**Classification/Reclassification**

**Section 1.**

- a. If an employee temporarily performs the normal duties and functions in the position of a person in a higher classification, he/she shall be paid an amount equal to the difference in the minimum hourly rate of pay of his/her classification and the minimum hourly rate of pay of the higher classification after performing duties in the higher classification. Differential will be paid for all time worked in the higher classification. Employees who perform, in general, the duties and responsibilities of a position in a higher rated classification within the bargaining unit that are separate and distinct from those of the employee's own position shall be compensated at the higher rate of pay, whether or not the employee has the required certification for the position.
- b. Coverage is defined as filling in for bargaining unit absences day-to-day. When coverage is needed, it will be assigned on a rotating seniority basis. The duration of coverage will be for half-day or whole day increments per employee.

Section 2. If the employer assigns an employee on a temporary basis to a lower classification, or if an employee performs some duties and functions assigned to a lower classification, the person so assigned shall not be reduced in compensation because of such assignment.

Section 3. The employer shall notify the union prior to establishing any new jobs or classifications which would be covered by the certification of the Pennsylvania Labor Relations Board. The employer agrees to meet with the union and negotiate any new classifications and the rate of pay applicable to them.

Section 4. The employer and the union shall meet during the length of this agreement, upon request of either party, to negotiate a procedure to identify and accommodate reclassifications, and/or promotions.

Section 5. Bargaining unit employees shall not be required to dispense medicines.

Section 6. Bargaining unit employees shall not be assigned by a teacher or other District representative to act as a substitute for any teacher in a classroom. Bargaining unit employees may continue to be assigned to monitor a classroom in the event of an emergency. Monitoring shall not include coverage for teacher preparation or teacher breaks for personal business.

Section 7. To qualify for the positions of Accountant, Secretary, Office Assistant, Health Aide or Receptionist, job candidates and existing employees requesting transfer to a new category must meet the skill qualification standards established in the Harrisburg School District SkillCheck Testing Standards. Self-paced job skills training on the SkillCheck System is available through the Human Resources office.

The parties will negotiate for the proposed classifications that do not currently exist in the collective bargaining agreement.

## **ARTICLE 20** **Seniority**

Section 1. For the purpose of this agreement, the term “seniority” means a preferred position for a specific purpose which one full-time employee may have over another full-time employee because of a greater length of continuous service.

Section 2. The following shall constitute a break in continuous service: resignation, separation for just cause, retirement, absence without leave for five (5) days, failure to report within three (3) days of recall, failure to report to job after leave, and acceptance of other permanent employment while on leave. If continuous service is broken by any of the above, the employee shall lose seniority credits. This shall not restrict the employer’s right to take whatever personnel action it deems warranted for any of the above, subject, however, to the grievance procedure. If an employee is returned within one (1) year of such break in service, the employee shall be entitled to credit, for seniority purposes, for the time accrued up to the time the break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Section 3. Seniority lists shall be prepared for full-time employees for each job classification and revised, where necessary, every twelve (12) months. Such lists shall be provided to the local president and AFSCME Staff Representative.

Section 4. The employer agrees to post at appropriate work locations all bargaining unit vacancies that are to be filled. Appropriate work locations shall include, but not be limited to, all timeclocks and employee bulletin boards. Said postings shall be done at least five (5) working days prior to the filling of such vacancies. The posted notice shall include the salary for the position. A copy of the notice shall be given to the president of the union. If the employer decides not to fill the posted vacancy, the employer agrees to meet and discuss with the union the reason for its decision.

Section 5. Layoffs or furloughs of full-time employees shall be made in inverse order of seniority within the job classification affected by the layoff/furlough. If the affected employees previously worked in another job classification within the unit, the employee shall be entitled to bump back into the job classification previously held, if the affected employee's seniority status exceeds the seniority status of any employee in the prior job classification.

If an affected employee is unable to bump into a previously held position, he/she may bump into any equal or lower paying job classification in the District, provided he/she has the ability to perform the job, and he/she has seniority status in excess of an employee within the affected classification. Except for previously held positions, the determination of qualifications shall not be grieved. However, if a vacancy occurs in an affected employee's previously held classification, said employee shall be able to exercise recall rights to such vacancy according to seniority.

Section 6. The employer shall establish a preference list for those full-time employees who have been furloughed or laid off under the provisions of this Article in inverse order of such layoff/furlough. This list shall remain in effect for a period of two (2) years and shall be used in order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this Section, that person shall be removed from the list.

Section 7. When a vacancy in a position occurs and the position is posted in accordance with Section 4 of this Article, any employee in the bargaining unit may bid for such job vacancy provided they have passed their initial probationary period. However, preference in hiring will be given to employees within the same or a lower classification who bid on the vacancy, provided the employee meets the essential qualifications of the job description as demonstrated by certification and/or appropriate skill testing scores. If no such employee meets the minimum qualifications, then the most senior qualified employee based on total School District service, who bids on the job and meets the essential qualifications for the job and who has demonstrated the ability to perform the job will be awarded the job. If there are no employees as described above who bid on the job and are qualified, then the employer may fill the vacancy by hiring outside of the bargaining unit. The employee may be given a thirty (30) work day trial period in order to be evaluated on their ability to do the job. If it is determined during this period the employee is unable to perform the duties of the position, he/she will be returned to his/her old position or one with similar duties and pay.

Section 8. For the purpose of furlough, the seven (7) officers of the local union shall have super-seniority. The union shall notify the employer of the names of the individual employees who are entitled to super-seniority under this Section. The employer is entitled to rely upon the last notification from the union received prior to issuing any furlough notices.

Section 9. When the employer deems it necessary to transfer any employee to a different classification, the employer shall meet and discuss said transfer with the union. Transfers of bargaining unit employees shall only be made by the employer, or by the Superintendent, where authorized by the employer.

Section 10. All new employees shall serve a forty-five (45) work day probationary period. During such probationary period, the employee shall not have access to the grievance procedure of this contract, except for violations of Article 21. The probationary period will only be extended upon mutual agreement with District Council 90. Upon completion of the probationary period, employees will be credited with seniority retroactive to their date of hire.

Section 11. Shift openings shall continue to be filled by the most senior employee, provided they possess the required qualifications and/or skills.

## **ARTICLE 21** **Non-Discrimination**

Both the employer and the union agree not to discriminate against any employee on the basis of race, creed, color, age, sex, national origin, union membership, political affiliation, residency, marital status, sexual preference, orientation, non-job related handicap, or job classification.

## **ARTICLE 22** **Discipline**

Section 1. The employer shall not demote, suspend, discharge, or take any disciplinary action against any employee without just cause. An employee may appeal any disciplinary action beginning at the second step of the grievance procedure. The union shall be notified in writing of any disciplinary action taken by the employer within five (5) days of its occurrence. A copy of any disciplinary letters shall be sent promptly to District Council 90 and the local union president.

Section 2. All disciplinary action instituted by the employer shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action.

Section 3. When it is necessary to implement disciplinary action, the employer agrees to discipline employees in an appropriate manner for all related infractions.

Section 4. The employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that when insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the employer shall not be restricted by the operation of this Section. Disciplinary action and personnel matters shall be confidential and shall not be discussed at public gatherings or in the presence of students, parents, or teachers.

Section 5. In the event an employee is intimidated, harassed or interfered with during the performance of his/her professional duties, by a parent, student, or other person(s), the employer shall investigate the matter and take such corrective action as it deems appropriate. The result of any investigation or action taken, if any, shall be treated on a case by case basis, and the determination in one case shall not be deemed precedent for any other. The employer's existing complaint procedures shall apply to this Section.

**ARTICLE 23**  
**Successors**

This agreement shall be binding upon the parties hereof, and the heirs, executors, administrators, successors and assigns of each.

**ARTICLE 24**  
**Severability**

If any provisions of this agreement or the application thereof to any person or circumstance is held invalid, the remainder of this agreement or the application of any such provision to any other person or circumstance shall not be affected, thereby, and the provisions of this agreement are hereby declared to be severable.

**ARTICLE 25**  
**Union Business**

Section 1. The employer agrees to provide space on bulletin boards to the union for the announcement of meetings, election of officers of the union and any other material related to union business. Furthermore, the union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The union may send mail or interoffice correspondence related to union business to local official union representatives at appropriate facilities to which mail or interoffice correspondence is delivered.

Section 2. The union shall be allowed the reasonable use of School District buildings for meetings before or after school hours provided such meetings are held during scheduled hours of custodial service and do not interfere with scheduled programs. Employees shall not attend such meetings during their working hours. Arrangements for such meetings shall be made with the Secretary of the Board. The use of the Board Room for such meetings shall be at the sole discretion of the employer.

**ARTICLE 26**  
**Retirement Bonus and Benefits**

Section 1. Health Care Insurance Benefit. The District shall provide health care insurance at retirement as follows:

- a. To be eligible, the employee/retiree must have been receiving health care insurance and be eligible under COBRA at the time of the employee's retirement. In addition, the employee must retire with a superannuation pension based either on thirty-five

(35) years of credited service or thirty (30) years of credited service and sixty (60) years of age.

- b. An eligible full-time employee shall be provided health care insurance, for the employee only, through the least costly plan. The District shall pay the premium cost of such health care insurance minus any money provided by a third party, such as PSERS, toward the purchase of health care insurance. The District's obligation to provide the health care insurance to an eligible retiree shall continue only so long as the retiree is not covered either directly or through his/her spouse by any other health care insurance or plan of any kind, whether public or private, including eligibility for Medicare. The District's obligation shall continue if the health care insurance or plan is not equal to Medicare and/or if the employee or his/her spouse is required to make a premium co-payment in order to be eligible for the alternate health care insurance or plan.

## Section 2.

- a. Retirees eligible for medical and prescription drug insurance who have retired or who retire on or before June 30, 2015 will be switched to the PPO High Plan. Said "grandfathered retirees" will be required to pay \$100 of the premium in order to maintain such coverage.
- b. Employees who retire on or after July 1, 2015, will be offered "employee only" coverage under the PPO Mid option in effect for active employees, and will be required to pay \$100 per month for this plan.
- c. In addition to the premium cost set forth above, if the District's share of the premium cost for the 2015-16 fiscal years exceeds 5% of the cost incurred for health care in the 2014-15 fiscal year the amount over the 5% will be paid by the retiree.

## **ARTICLE 27** **Travel Expenses**

Section 1. Employees who are required by the employer to use their personal vehicle for the business of the employer shall be granted an allowance at the rate currently approved by the Board. An employee who is required to be on overnight travel status shall be reimbursed in accordance with the Board Policy. The employee shall provide detailed proof of such expenditures to the employer. Provided the employee provides his/her supervisor with at least 24-hours' notice, the District will provide transportation for employees to attend truancy court hearings, and, consistent with law, to perform health screenings at non-District schools.

Section 2. The amounts set forth in Section 1 will be increased in amount at the time when travel expenses for other employees in the District are increased.

Section 3. Employees in the maintenance department shall not be required to use their personal vehicles for transportation during the work day. Employees, however, may agree to the

use of their vehicles. Employees may be required to report directly to work sites at the beginning of the work day rather than the present reporting location.

**ARTICLE 28**  
**Work Related Injuries/Accidents**

**Section 1.**     **WORKERS' COMPENSATION** All employees of the Harrisburg School District in compensable status are eligible for Pennsylvania Workers' Compensation.

- a.     For a period of up to thirty (30) work days, an employee shall not lose any sick leave days, emergency leave days, benefits or salary as a result of being absent from work due to an injury received from an assault during the time said employee is acting in the performance of his/her duties or if the assault arises from the performance of his/her duties. The foregoing thirty (30) work day entitlement shall only be used if the employee is unable to report to work and shall not continue after the point in time the employee recovers from his/her assault-related injury. In cases of a work-related accident unrelated to an assault, an employee shall be entitled to up to fifteen (15) work days of pay and benefits without a reduction of sick or emergency or vacation leave, provided that such leave shall not continue after the point in time the employee recovers from his/her work-related injury. In the event that an employee's workers' compensation claim is denied, a deduction of sick and/or emergency and/or vacation leave to compensate for the fifteen (15) days or a portion thereof shall be made.
- b.     On the thirty-first (31st) or sixteenth (16th) work day following a compensable injury, an employee's sick leave shall be reduced by one-third (1/3) of a sick leave day for each work day the employee is absent and receives workers' compensation payments.
- c.     Once an employee exhausts his/her sick leave in accordance with paragraph (b) herein, the District shall not have any further salary obligation, except in cases of medical leave, to the employee.
- d.     The District shall pay an employee's health care and other insurance premiums as if he/she were reporting to work for the entire period of disability or until the employee's sick or medical leave is exhausted, whichever is later.
- e.     An employee shall be entitled to maintain his/her employment status with the District while receiving workers' compensation payments for a period of two (2) years or until such employee's sick leave and/or medical leave is exhausted whichever is later. A second medical leave only will be considered when medical evidence obtained by the District strongly suggests that the employee can return to active service following the second medical leave.

The employer's decision regarding the award of a second medical leave shall be discretionary, non- precedential, final, and binding. The employee shall be entitled to receive his/her medical leave salary and benefit payments and workers' compensation. At the end of two (2) years, or



upon the exhaustion of an employee's sick leave and medical leave, if the employee is unable to return to work, his/her employment with the District shall be severed.

**ARTICLE 29**  
**Uniforms**

Section 1. The employer shall provide coveralls for employees who are regularly assigned as trash collectors, painters, custodians, maintenance helpers and grounds men. New employees will be provided with two (2) sets of coveralls. Coveralls shall be replaced as needed by the employer after one (1) year of service, provided the employer shall not be required to provide more than two (2) sets of coveralls for any employee in any contract year. The employees furnished with such coveralls shall be responsible for their maintenance and cleaning. Employees who have received two (2) sets of coveralls and replacements, as needed, shall return two (2) sets of coveralls to the employer at the time of termination.

Section 2. Cafeteria helpers will be provided with four (4) uniforms each contract year. The employees furnished with such uniforms shall be responsible for their maintenance and cleaning. The School District will pay for cleaning once a month.

Section 3. Lunch Aides will be provided with smocks which are to be used during the work day. The employer will continue the present practice of providing uniforms and jackets for truck drivers in the cafeteria department.

Section 4. The employer will continue to provide jackets for Safety Monitors and Crossing Guards. The employees furnished with such jackets shall be responsible for their maintenance and cleaning. Jackets shall be replaced as needed by the employer, provided that the employer shall not be required to provide more than one (1) jacket for any employee in any contract year. Safety Monitors will be provided with four (4) shirts each contract year, as necessary. Employees will be responsible for the maintenance and cleaning of the shirts.

Section 5. All employees who are provided uniforms or apparel by the School District will wear the uniforms or apparel on a daily basis during their assigned work hours.

**ARTICLE 30**  
**Grievance and Arbitration Procedure**

Section 1. The parties hereto agree that an orderly and expeditious resolution of grievance arriving out of the applications and interpretation of the terms of this agreement shall be provided for in accordance with the following process:

**STEP 1** An employee, either alone or accompanied by a union representative, or the union where entitled, shall present the grievance in writing to Human Resources Director within fifteen (15) work days of the date of its occurrence, or knowledge of its occurrence. The Human Resources Director shall meet with the Union and attempt to resolve the matter and report his/her decision to the Union, in writing, within fifteen (15) work days of its presentation.

**STEP 2** In the event the grievance is not settled at STEP I, any appeal must be presented in writing by the employee or his/her union representative to the Board within fifteen (15) work days after the Human Resource Director's response is due under STEP 1. The Board or its designee shall schedule a hearing and respond in writing to the employee and the union representative within fifteen (15) work days after receipt of the appeal.

**STEP 3** Any appeal from an unfavorable decision at STEP 2 shall be initiated by the union serving upon the employer a notice in writing of its intent to proceed to mediation within fifteen (15) work days after receipt of the STEP 2 decision is due. Said notice shall include a copy of the grievance.

**STEP 4** Any appeal from an unfavorable decision at STEP 3 shall be initiated by the union serving upon the employer a notice in writing of its intent to proceed to mediation within fifteen (15) work days after receipt of the STEP 3 decision is due. Said notice shall include a copy of the grievance. Failure of the District to respond in writing to grievances at any step shall result in the grievance(s) being automatically moved to the next Step.

The arbitrator is to be selected by the parties jointly within fifteen (15) work days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators.

The parties shall, within fifteen (15) work days of receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The employer shall strike the first name.

Each case shall be considered on its own merits and the collective agreement shall constitute the basis upon which decision shall be rendered. The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this section may be extended by mutual agreement. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator. The term "Human Resources Director" as used herein includes his/her designee.

Section 2. Where the parties agree to a meeting during working hours to discuss a grievance at any step, an employee shall be permitted to have a representative of the union present, subject, however, to Section 606, Article VI, of the Public Employees Relations Act. The aggrieved employee and union representative, if an employee, shall suffer no loss of pay or leave time if such meeting is held during working hours.

Employees selected by the union to act as union representative shall be known as stewards. The union shall furnish the employer with the names and work locations of grievance representatives and shall notify the employer of any changes.

An aggrieved employee and union representative, if employees of the employer, shall be granted reasonable time during working hours to process grievances in accordance with this Article without loss of pay or leave time.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

### **ARTICLE 31** **Management Rights**

Section 1. It is understood and agreed that the employer, at its sole discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and right to plan, direct and control the operation of all equipment and other property of the employer, except as modified by the agreement.

Matters of inherent managerial policy are reserved exclusively to the employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2. The listing of specific rights in the agreement is not intended to be, nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the employer in the past provided such rights do not violate provisions of the labor agreement.

### **ARTICLE 32** **Miscellaneous Provisions**

Section 1. The employer agrees that it will not contract out any bargaining unit work that would result in the layoff of any regular bargaining unit employee. Effective upon ratification all new custodial, maintenance and food service department employees hired on or after that date will be considered employees of the District's management contractor, not the District. Prior to filling vacancies with the outside vendor all vacancies will be posted internally for bid under Article 20 of the contract including, but not limited to, promotions, voluntary demotions, lateral movements, reassignments, grievance resolutions, bumping, placement and recalls.

Section 2. Employees and/or their union representative when accompanied by the employee shall be entitled to see the contents of their personnel file (except confidential information such as letter of recommendation) and shall be entitled to insert into the personnel file written comments concerning any material contained therein. All personnel files shall be kept in the Human Resources Office in the Administration Building.

Section 3. It shall be the duty of the employer to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the union of the existence of such conditions. No employee shall work alone in a vacant building.

Section 4. Committees composed of representatives of the union and the employer are to be established to discuss labor management problems that may arise. Any such labor management meetings held during the employees work day shall not result in the loss of any pay by the employee as a result of attending such meetings.

Section 5. Beginning with the first day, any employee who at the request of the employer performs the work of a supervisor on a temporary basis, will receive the minimum salary of said supervisor or fifty (50) cents an hour over and above their regular rate of pay for all hours worked as a supervisor, whichever is greater.

Section 6. All departments of the employer will establish a standardized procedure for late reporting. This procedure will be posted on all departmental bulletin boards.

Section 7. All affected employees will be provided a “reasonable assurance letter” prior to the end of the school year whether or not they will be returning to their jobs at the beginning of the new school year.

Section 8. The employer agrees that if an emergency day is declared by the employer resulting in the closing of the entire District including the Administration Building, then those employees, who because of the nature of their work are required to work on said day, will be given compensatory time off at the option of the employer.

Section 9. This agreement sets forth in writing all of the terms and conditions that have been agreed upon by the parties through the collective bargaining process. There shall be no additions or changes during the term of the contract except as may be mutually agreed upon by both parties in writing signed by the authorized representatives of both parties.

Section 10. The employer shall provide all maintenance, grounds, commissary, truck drivers and utility person employees with steel toes safety shoes and shall replace said shoes as needed. The employer shall not be obligated to supply more than one (1) pair of shoes per employee per contract year, except the grounds crew shall receive two (2) pair of shoes.

Section 11. Early dismissals given on Thanksgiving and Christmas holidays to other School District employees shall also be given to bargaining unit employees. Employees required to remain on duty by management shall be given compensatory time.

Section 12. The Union and the employer agree that a policy shall be implemented for the 2002-2003 school year and thereafter covering the release of employees from work in the event of school closing. The policy shall provide, among other things, that employees not required to deal with the emergency shall be released from their work fifteen (15) minutes after students are released from school.

Section 13. The Local will provide a complete and comprehensive list of each past practice which it contents exists, no later than November 1, 2013.

Section 14. The District Council and the Local Union will be provided with the name, address, classification, and work location of all newly hired employees within thirty (30) days of hire.

**ARTICLE 33**  
**Termination**

This agreement shall be effective as of July 1, 2022, (no retroactivity) and shall continue in full force and effect up to and including June 30, 2025. It shall automatically be renewed from year to year, thereafter, unless the union notifies the employer in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

Intending to be legally bound, the parties hereto have hereunto set their hands and seals this 27th day of August 2022.

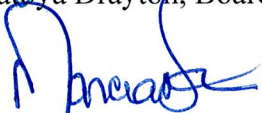
**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, DISTRICT COUNCIL 90**

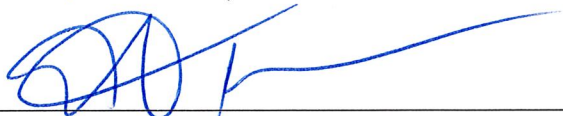
**THE SCHOOL DISTRICT OF THE CITY  
OF HARRISBURG, PA**

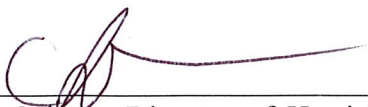
  
\_\_\_\_\_  
Tina Lynch, Staff Representative, DC 90

  
\_\_\_\_\_  
Dr. Lori A. Suski, Receiver

  
\_\_\_\_\_  
Jatoya Drayton, Board Secretary

  
\_\_\_\_\_  
Dr. Marcia Stokes, Business Administrator

  
\_\_\_\_\_  
Eric Turman, Superintendent

  
\_\_\_\_\_  
Chris Celmer, Director of Harrisburg-MCIU  
Partnership

  
\_\_\_\_\_  
Heidi Zula, Director of Human Resources

**HARRISBURG SCHOOL DISTRICT**  
**EXHIBIT A**  
**STARTING WAGES FOR CLASSIFIED POSITIONS**

Range	Classification	Days Worked	Hours Worked	Starting Rate	Starting Rate	Starting Rate
				2022-2023	2023-2024	2024-2025
1	Cafeteria Monitor	189	3.0/4.0/5.0	\$13.50	\$14.00	\$14.50
	Custodian	260	8.0			
	Food Service Worker	189	6.0/8.0			
2	Food Service Worker – Lead	189	8.0	\$14.00	\$14.50	\$15.00
	Truck Driver	260	8.0			
	Warehouseman/Courier	260	8.0			
3	Office Assistant	214	8.0	\$14.50	\$15.00	\$15.50
	Receptionist	260	8.0			
4	Instructional Aide	189	8.0	\$15.50	\$16.00	\$16.50
	Library Aide	189	8.0			
	Special Education Instructional Aide	189	8.0			
	Safety Monitor	189/260	8.0			
5	Assistant Food Service Manager	260	8.0	\$16.00	\$16.50	\$17.00
	Head Custodian	260	8.0			
	Secretary	260	8.0			
6	Facility Service Worker	260	8.0	\$16.50	\$17.00	\$17.50
	Family Engagement Specialist	260	8.0			

Range	Classification	Days Worked	Hours Worked	Starting Rate	Starting Rate	Starting Rate
				2022-2023	2023-2024	2024-2025
7	Food Service Manager	260	8.0	\$21.50	\$22.00	\$22.50
	Licensed Facility Worker	260	8.0			
8	Accountant	260	8.0	\$23.00	\$23.50	\$24.50